



CITY OF PITTSBURG AGENDA

March 19, 2018

**CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA**

**CalPERS WORKSHOP
5:15 P.M.**

**CLOSED SESSION
6:00 P.M.**

**REGULAR MEETINGS
7:00 P.M.**

**CITY COUNCIL
HOUSING AUTHORITY
PITTSBURG ARTS AND COMMUNITY FOUNDATION
PITTSBURG POWER COMPANY
SUCCESSOR AGENCY**

PRESIDING

**Dwaine “Pete” Longmire, Mayor/Chair
Sal Evola, Vice-Mayor/Chair
Juan Antonio Banales, Council Member/Board Member
Jelani Killings, Council Member/Board Member
Marilyn “Merl” Craft, Council Member/Board Member**

**FOR HOUSING AUTHORITY:
Michelle Bond, Housing Authority Member
Annie Hill Herring, Housing Authority Member**

Pittsburg City Council meetings are held the first and third Mondays of each month at 7:00 p.m. The Housing Authority meets in conjunction with the City Council on the third Monday of each month. The Pittsburg City Council meets regularly in the Council Chamber at 65 Civic Avenue, unless otherwise noted above. The City Council also sits as the Board of Directors of several other City agencies. The stipends for all agency members conform to state statutes governing compensation amounts. All other Agencies meet on an as needed basis and will be listed above if applicable. Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except from noon to 1:00 p.m. and City holidays). The agenda and reports are also located on the City's website at www.ci.pittsburg.ca.us. Additionally, if any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports and documents will also be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

NOTICE TO PUBLIC (Attached)

COUNCIL COMMITTEES LIST (Attached)

COMMISSIONS/COMMITTEES MEETING SCHEDULE (Attached)

5:15 P.M.

CalPERS Workshop

AUDIENCE REMARKS

The Audience Remarks period is for the public to comment on any items scheduled to be heard during the Closed Session portion of the meeting, if applicable.
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6:00 P.M.

CONVENE IN CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Section 54956.8)

Property: Harbor (APN 088-171-037 and APN 086-214-025; Negotiators: Joe Sbranti, Maria Aliotti; Negotiating Parties: Contra Costa County; Under negotiation: Both price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION FOR THE CITY OF PITTSBURG (Paragraph (1) of subdivision (d) of Section 54956.9):

Genon Energy, Inc., Chapter 11, US Bankruptcy Court for the Southern District of Texas, Houston Division, Case No. 17-33695 (DRJ)

3. CONFERENCE WITH LEGAL COUNCIL - ANTICIPATED LITIGATION FOR THE CITY OF PITTSBURG; Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

One (1) case

7:00 P.M.

CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATION

American Red Cross Month

Mr. John Newman and Moe

CITY MANAGER REPORTS/REMARKS

The City Manager may make brief announcements or informal comments at this time and brief the Council on items of interest. (No Action Required)

CITIZENS REMARKS

Members of the audience who wish to address the City Council or Agency Boards on issues that are not scheduled for the agenda and on any items listed as part of the Consent Calendar should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. (No Action Required)

HOUSING AUTHORITY

PUBLIC HEARING

4. Adoption of a Housing Authority Resolution Approving the Pittsburgh Housing Authority Administrative Plan for 2018

As required compliance to the U. S. Department of Housing and Urban Development ("HUD"), the Housing Authority of the City of Pittsburgh (the "Housing Authority") has revised its Administrative Plan to incorporate significant modifications or amendments to policies which address the delivery of housing services in the community. The Administrative Plan outlines the policies and procedures of the Housing Authority.

5. Adoption of a Housing Authority Resolution Approving the Public Housing Agency Annual Plan for 2018 and Authorizing the Executive Director to Submit the Public Housing Agency Annual Plan for 2018 to the U.S. Department of Housing and Urban Development

As required by the U.S. Department of Housing and Urban Development ("HUD") and contained in CFR 24 parts 35 and 982, the Housing Authority of the City of Pittsburgh (the "Housing Authority") has prepared its Public Housing Agency Annual ("PHA") for 2018. HUD requires all public housing agencies to submit their annual plan for review. The PHA Annual Plan for 2018 summarizes the activities proposed by the Housing Authority for the next year as well as updates or revisions to the 5-Year Plan submitted in 2015.

COMBINED HOUSING AUTHORITY, CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, PITTSBURG POWER COMPANY AND CONSENT CALENDAR

6. Minutes

Minutes of February 20, 2018

7. Disbursement Lists

Disbursement List of February 28, 2018

8. Adoption of a Housing Authority Minute Order Approving an Annual Report Pursuant to SB 341

The Housing Authority for the Redevelopment Agency of the City of Pittsburgh (the "Housing Authority") has reviewed and considered the Housing Successor Agency's annual report regarding housing activities through June 30, 2017 (the "Report").

9. Adoption of a Housing Authority Resolution Adopting the Pittsburgh Housing Authority 2018 Utility Allowances

The U. S. Department of Housing and Urban Development ("HUD") requires housing authorities to review allowances for tenant-furnished utilities and other services annually and determine a utility allowance schedule (the "Schedule"). Pursuant to CFR 982.517 (4)(c), this schedule must be revised whenever there an increase of ten percent (10%) or more in the utility rates since the last revision of the Schedule. The Housing Authority of Pittsburgh (the "Housing Authority") has revised the Schedule for 2018 (the "2018 Schedule") to reflect a ten percent (10%) increase in utility rate costs.

10. Adoption of City Council and Agency Resolutions to Authorize Necessary Budget Adjustments Based on Year-End Projections

Staff has completed a Mid-Year Review of the Fiscal Year 2017/18 budget and has determined that operating budget adjustments are necessary based on year-end projections.

ADJOURNMENT OF THE HOUSING AUTHORITY to April 16, 2018

CITY COUNCIL MEETING

PUBLIC HEARING

11. Introduction and Waive First Reading of a City Council Ordinance Adding Chapter 9.27, "Camping," to the Pittsburgh Municipal Code

This is a public hearing on a City-initiated proposal to consider amending Title 9 of the Pittsburgh Municipal Code (PMC), to add a chapter regulating camping on public and private properties within City Limits.

12. Adoption of a City Council Resolution Approving Design Review, Fence Height Exception, and Sign Review for the Edgewater Apartments, and Adoption of a City Council Ordinance Approving a Development Agreement, AP-17-1228 (DA, DR, FE, SR)

This is a public hearing on a request for approval of: 1) design review of plans to construct a 62-unit, two-story apartment complex on a vacant, 4.42-acre parcel; 2) a fence height exception to establish a six-foot tall fence within the required front yard; and 3) approval of an approximately five and one-half-foot-tall freestanding monument sign at the entrance of the project, located along the east side of Carion

Court, across from Martin Luther King Jr. Junior High School (Assessor's Parcel Number: 073-190-033). This request also includes a second reading of an ordinance, which was introduced by the City Council on March 5, 2018, to approve a Development Agreement. On January 23, 2018, the Planning Commission considered the proposal in its entirety and adopted Resolution No. 10085, recommending approval of the project as presented.

CONSIDERATION

13. Adoption of a City Council Resolution Providing Staff with Direction Related to the Delta View Golf Course

The City of Pittsburg (the "City") and Delta View Golf Club LLC (the "Former Operator") entered into a lease agreement (the "Lease Agreement") on January 18, 2011. The Former Operator ceased to operate Delta View Golf Course (the "Property") effective March 1, 2018. Staff is seeking direction from the City Council on what option to explore that would benefit Pittsburg residents.

CONFLICT OF INTEREST STATEMENT

City Council/Agency Members may make any conflict of interest declarations pertaining to Consent Calendar items at this time.

CONSENT CALENDAR

COMBINED CITY COUNCIL, PITTSBURG POWER COMPANY, AND SUCCESSOR AGENCY CONSENT CALENDAR

14. Minutes

Minutes of March 5, 2018

15. Adoption of Pittsburg Power Company Resolution to Retroactively Approve the 2016 Annual Power Source Disclosure Report to the California Energy Commission

State Law (Public Utilities Code Section 398.1(b)) requires all retail suppliers of electricity products to file an annual report to the California Energy Commission (CEC) to disclose resources or fuel types of power procured and sold to end use customers. The Pittsburg Power Company (PPC), doing business as Island Energy, is required by law to disclose the electricity sources for its energy procurement and sales to its end use customers. The CEC requests the PPC Board of Directors to retroactively approve the 2016 Annual Power Source Disclosure Report.

16. Adoption of a Successor Agency Resolution Transferring Property Located at 1425 Railroad Avenue, APN 086 180-031 to the City of Pittsburg

The former Redevelopment Agency of the City of Pittsburg (the "Agency"), now known as the Successor Agency, owns a certain real property located at 1425 Railroad Avenue, also known as Contra Costa County APN 086 180 031 (the "Property"). The Successor Agency proposes to transfer the Property to the City of Pittsburg (the "City") for the purpose of constructing public improvements.

17. Adoption of an Ordinance Amending Pittsburg Municipal Code Section 7.04.010 Relating to the Adoption of Contra Costa County Animal Control Regulations

The Contra Costa County Animal Services Department provides animal control services within the City of Pittsburg. Pittsburg Municipal Code Section 7.04.010 incorporates the Contra Costa County Animal Control Ordinance by reference to enable enforcement of animal control within the City. Contra Costa County has amended its Animal Control Ordinance to include two new sections: Spaying and Neutering Dogs Impounded Dogs Prior to Release and Microchipping Impounded Dogs and Cats Before Release. This ordinance was introduced at the regular Council Meeting on March 5, 2018.

18. Adoption of a City Council Resolution to Create a Master Pay Schedule as Required by California Public Employees' Retirement System

To comply with CalPERS' interpretation of the requirements of Code of Regulations section 570.5 by affirming the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule. The single master salary schedule will be submitted to Council for approval each time any single MOU or compensation plan is brought to the City Council for approval.

19. Adoption of a City Council Resolution to Amend the Community Development Block Grant 2017-2018 Budget for the City of Pittsburg Engineering Department - ADA Sidewalk Replacement Project

This is a request to amend the fiscal year 2017-2018 (FY 2017-2018) Community Development Block Grant (CDBG) budget for the City of Pittsburg Engineering Department –ADA Ramps and Sidewalk Replacement Project (Project).

20. Adoption of a City Resolution to Accept Donation Funds from USS-POSCO Industries for Repair to Boat at Small World Park

Request for adoption of a City Council resolution to accept a \$5,000 donation for materials to improve the boat located within Small World Park from USS-POSCO Industries.

21. Adoption of a City Council Resolution Approving the Fifth Amendment to the Contract with Raney Planning & Management, Inc. for the Preparation of the Southwest Hills/Faria Annexation Environmental Impact Report

In November 2013, the City contracted with Raney Planning & Management, Inc. (consultant) to prepare an Environmental Impact Report (EIR) for the Southwest Hills/Faria Annexation Project, and agreed to four subsequent amendments for a current total budget of \$403,747. The consultant has requested a fifth contract amendment for an additional \$16,870 which is needed to allow for the unanticipated preparation of a 2nd screen check Draft EIR, expanded project management efforts, and an updated visual simulation budget.

22. Adoption of a City Council Resolution to Establish Salary Ranges and Amend AFSCME-MPC Bargaining Agreement

The City Manager, upon recommendation from the Directors of Community Development, Public Works and Human Resources, has added the classifications of Building Inspection Supervisor and Lead Public Works Superintendent. In accordance with the City's Personnel Rules, the City Council is asked to establish the salary ranges.

23. Adoption of an Ordinance Amending Title 5 of the Pittsburg Municipal Code Related to Cannabis Regulations

On March 5, 2018, the City Council held a duly noticed public hearing to consider a text amendment to Pittsburg Municipal Code (PMC) Title 5, Chapter 5.70, in order to allow for use of cannabis within medical and nonmedical product manufacturing.

24. Adoption of a City Council Resolution to Support Proposition 69 on the June 2018 Ballot to Protect Transportation Funding

Staff is seeking a resolution of support for Proposition 69 on the June 2018 ballot to protect transportation revenues provided by the Road Repair and Accountability Act of 2017, also known as SB1, which increased certain state revenues to provide funds to local agencies for road maintenance and other transportation projects.

25. Adoption of a City Council Resolution to Approve the Purchase of a Backhoe Loader

The City's Public Works Department maintains a fleet of vehicles and large equipment with a replacement value of more than over \$6 million. One backhoe loader is long past its useful life and has become unreliable despite higher maintenance requirements. Staff is recommending approval of the purchase of a replacement backhoe loader.

26. Adoption of a City Council Resolution to Establish Salary Range for City Engineer and Assistant City Engineer

The City Manager, upon recommendation from the Director of Community Development, and Human Resources, has modified the classification of City Engineer and approved an adjustment to the salary range. In accordance with the City's Personnel Rules, the City Council is asked to establish the salary ranges of both the City Engineer and Assistant City Engineer.

COUNCIL MEMBER REPORTS/REMARKS

Council Members may make brief announcements or informal comments at this time. Council members may ask questions for clarification from City staff, and make a report on their activities, including reports on committee assignments (see attached list of ad hoc committees and other public agencies in which Council members participate). (No Action Required)

ADJOURNMENT to April 2, 2018

NOTICE TO PUBLIC

GENERAL INFORMATION

Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except City holidays). The full packets are also located on the City's website at www.ci.pittsburg.ca.us. If any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports or documents will be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

SPEAKER'S CARD

Members of the audience who wish to address the City Council on issues that are not scheduled for the agenda and on any items listed as part of the agenda should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Speakers are not permitted to yield their time to another speaker. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. Pursuant to the Brown Act, no action may be taken by the City Council on items not already scheduled on the agenda; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

PUBLIC HEARINGS

Persons who wish to speak on Public Hearings listed on the agenda will be heard when the Public Hearing is opened, except on Public Hearing items previously heard and closed to public comment. After the public has commented, the item is closed to public comment and brought to the Council/Agency level for discussion and action. Further comment from the audience will not be received unless requested by the Council/Agency.

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge an action taken by the City Council in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised in the public hearing, or in written correspondence delivered to the City Council prior to or at the public hearing. The City Council may be requested to reconsider a decision if the request is made prior to the next City Council meeting, regardless of whether it is a regular or special meeting.

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

In compliance with the Americans with Disabilities Act, the City of Pittsburg will provide special assistance for disabled citizens. Upon request, an agenda for any meeting shall be made available in appropriate alternative formats. The Council Chamber is equipped with sound amplifier units for use by the hearing impaired. The units operate in conjunction with the Chamber's sound system. You may request the sound amplifier from the City Clerk for personal use during Council meetings. If you need special assistance to participate in this meeting, or are requesting a specially formatted agenda, please contact the City Clerk at 925-252-4850. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting or provide the requested agenda format. (28 CFR 35.102-35.104 ADA Title II)

DISRUPTIVE CONDUCT

The Council requests that you observe the order and decorum of our Council Chamber by turning off or setting to vibrate all cellular telephones, and that you refrain from making personal, impertinent, or slanderous remarks. Boisterous and disruptive behavior while the Council is in session, and the display of signs in a manner which violates the rights of others or prevents others from watching or fully participating in the Council meeting, is a violation of our Municipal Code and any person who engages in such conduct can be ordered to leave the Council Chamber by the Mayor.

LIVE MEDIA BROADCASTING ADVISEMENT

City Council meetings are webcast live on the City's website at www.ci.pittsburg.ca.us on the Streaming Media page. Past meetings are also archived on that webpage. City Council meetings are also broadcast live on CCTV, Channel 24 also re-run at a later date. For more information, please contact the City Clerk's office at 252-4850.

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2018

Updated December 18, 2017

OUTSIDE AGENCY BOARDS

ABAG
SF Bay Regional Water Quality Board
Contra Costa County Fire Dist.
Delta Diablo**
East Co.Co.County Habitat Conservancy
East County Water Management
MCE Clean Energy Board
TRANSPLAN / ECCRFFA
Tri-Delta Transit (2 reps)***

COUNCIL MEMBER(S)

Merl Craft / Pete Longmire Alternate
Merl Craft / Pete Longmire Alternate
Pete Longmire / Jelani Killings Alternate
Pete Longmire / Juan Banales Alternate
Sal Evola / Juan Banales Alternate
Merl Craft / Pete Longmire Alternate
Juan Banales / Pete Longmire Alternate
Sal Evola / Juan Banales Alternate
Pete Longmire& Merl Craft / Jelani Killings Alt.

TYPE

Standing
Standing
Standing
Standing
Standing
Standing
Standing
Standing
Standing

MEETS

Annual
As needed
2nd Monday
2nd Wednesday
Monthly
Annual
4 Per Year
2nd Thursday
Last Wednesday

STAFF

J. Sbranti
J. Sbranti
J. Sbranti
F. McKinley
K. Pollot
F. McKinley
G. Evans
J. Hecht
J. Hecht

LIAISON TO

East Bay League of Calif. Cities
Mayor's Conference
School Districts Committee

COUNCIL MEMBER(S)

Sal Evola / Merl Craft Alternate
Pete Longmire / Sal Evola Alternate
Merl Craft &Jelani Killings / Juan Banales Alt.

TYPE

Standing
Standing
Standing

MEETS

3rd Thursday
1st Thursday
4th Thursday even
months

STAFF

*Rotational
J. Sbranti/G. Evans
J. Sbranti

SUBCOMMITTEES

CAC/CDBG
Concord Hills Working Group
Pittsburg Recognition Committee
Economic Develop/Waterfront Subcommittee
Finance Subcommittee
Land Use Subcommittee
Local Contracting & Preference Policy
Pittsburg Arts & Community Foundation
Pittsburg Police Activities League (PAL)
Power Company Advisory
Sister City Committee
Successor Agency Subcommittee

COUNCIL MEMBER(S)

Juan Banales & Jelani Killings / Pete Longmire Alt.
Sal Evola & Juan Banales / Merl Craft Alt.
Merl Craft / Pete Longmire Alt.
Pete Longmire &Juan Banales / Sal Evola Alt.
Sal Evola & Pete Longmire / Merl Craft Alt.
Sal Evola &Juan Banales / Merl Craft Alt.
Merl Craft & Sal Evola
Merl Craft& Jelani Killings / Pete Longmire Alt.
Juan Banales & Pete Longmire / Killings Alt.
Pete Longmire & Juan Banales / Merl Craft Alt.
Sal Evola&Merl Craft/ Pete Longmire Alt.
Merl Craft &Jelani Killings / Pete Longmire Alt.

TYPE

Standing
Ad Hoc
Ad Hoc
Standing
Standing
Ad Hoc
Ad Hoc
Standing
Standing
Ad Hoc
Standing

MEETS

As needed
As needed
As needed
Quarterly
As needed
As needed
As needed
As needed
Monthly
As needed
As needed
As needed

STAFF

M. Aliotti
J. Sbranti
J. Hecht
G. Evans
B. Farmer
K. Pollot
J. Sbranti
J. Sbranti
B. Addington
G. Evans
G. Evans
M. Aliotti

*Rotational Staff as assigned by City Manager

**Stipend of \$209 per month

***Stipend of \$100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

Following is a tentative list of currently scheduled Commission meetings for the upcoming month. For further information, please visit our website at www.ci.pittsburg.ca.us and click on the CALENDAR link for meetings, dates, times and locations.

Commission	Tentative Meeting Dates
Planning Commission	2 nd and 4 th Tuesdays
Community Advisory Commission	1 st Wednesday

Planning Commission meetings are regularly held the second and fourth Tuesdays of the month in the Pittsburg City Hall Council Chambers.

Community Advisory Commission meetings are regularly held the first Wednesday of the month in the Pittsburg City Hall Council Chambers.

In addition to the Commission Meetings listed above, there are several Council Member Subcommittees that meet on an “as needed basis”. For a list of subcommittees that Council Members and staff are assigned to, please see the “Council Committee List” attached to the agenda.

Subcommittee Meetings that are anticipated to occur in the coming month vary. The meeting dates, times and locations for these meetings are yet to be determined. This information will be posted on the City’s website, www.ci.pittsburg.ca.us, as soon as it is determined. Please check the Calendar on the City’s website for information.

For further information, contact the City staff member assigned to that Commission or Subcommittee.



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 2/26/2018

TO: Chair and Agency Members

FROM: Joe Sbranti, Executive Director

SUBJECT: Adoption of a Housing Authority Resolution Approving the Pittsburg Housing Authority Administrative Plan for 2018

MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

As required compliance to the U. S. Department of Housing and Urban Development (“HUD”), the Housing Authority of the City of Pittsburg (the “Housing Authority”) has revised its Administrative Plan to incorporate significant modifications or amendments to policies which address the delivery of housing services in the community. The Administrative Plan outlines the policies and procedures of the Housing Authority.

FISCAL IMPACT

Adoption of the Administrative Plan has no fiscal impact to the General Fund.

RECOMMENDATION

Staff recommends the Housing Authority Board open the public hearing, receive public comment, close the public hearing and adopt the Resolution for approval of the Administrative Plan for 2018.

BACKGROUND

When there are significant modifications to the policies of the Housing Authority, a public hearing is required regarding these policy changes. The Housing Authority has made significant modifications, as reflected by policy changes in Chapters 6, 8, 10, 12, 13, 14 and 19 of the Administrative Plan for 2018.

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

The Housing Authority administers programs with an annual grant as determined by HUD. These revisions to policies will increase housing options, address local housing needs and provide additional resources for Pittsburgh residents.

The changes in Chapter 6 include revisions to the Income Disallowance language, Absence from the Unit policy and the Visitor policy. These revisions are intended to update the administrative plan with the latest HUD policies & regulatory changes.

The change in Chapter 8 include a revision to the term of vouchers that are issued. This revision is intended to update the administrative plan with the current practice being utilized by HA Staff.

The changes in Chapter 10 include updates to both Emergency Repairs, Smoke Detector policies and responsibilities of owners making requested repairs and the consequences if not completed. These revisions are intended to update the Housing Authority's policies to be compliant with State and local laws as well as provide clear guidelines and deadlines about non-compliance of owner's required repairs under the program.

The changes in Chapter 12 introduce new language about optional streamlining policies permitted by HUD's Housing Opportunity Through Modernization Act ("HOTMA") Revisions but not yet adopted by The Housing Authority. This revision is to prepare for potentially future actions that may be taken to reduce administrative burdens for HA Staff.

The changes in Chapter 13 introduce new language and policies regarding insufficient funding. This new language is intended to provide a defined policy or plan about how the Housing Authority will conduct themselves in the unlikely event that funding is interrupted or insufficient to continue assisting families.

The changes in Chapter 14 introduce new regulatory language and policies regarding insufficient funding. This new language is intended to provide a defined policy or plan about how the Housing Authority will conduct themselves as well as the methodology to implement practices in the unlikely event that funding is interrupted or insufficient to continue assisting families.

The changes in Chapter 19 introduce recent revisions in HUD regulatory language including the Housing Authority's methodology to implement the project-based voucher (PBV) program. This new language will ensure the Housing Authority's Administrative plan is compliant with the most recent release of changes in HUD's guidelines for implementation of a PBV program.

There are changes in Chapter 1 & Chapter 7 that merely insert new language about the partnerships and responsibilities of all the parties involved in operating the Housing Choice Voucher Program. These revisions are informational in nature and are intended to illustrate more clearly roles as well as update the administrative plan with current practices already being utilized by the Housing Authority.

In summary, none of these changes will negatively impact the families being assisted but will provide the Housing Authority more current and compliant language to HUD's regulatory updates and guidelines.

The Housing Authority has revised the Administrative plan in accordance with HUD's requirements. This plan defines the agency's goals for providing housing and offering support to families needing such assistance. The Housing Authority posted the Public Notice for comment on February 2, 2018 and received no comments or responses.

ATTACHMENTS: Resolution
Housing Authority Administrative Plan 2018

Report Prepared By: Bruce Smargiasso, Housing Manager

BEFORE THE HOUSING AUTHORITY OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Housing Authority Resolution)
 Approving the Pittsburgh Housing Authority) RESOLUTION NO. 18-
Administrative Plan for 2018)

The Housing Authority of the City of Pittsburgh DOES RESOLVE as follows:

WHEREAS, the Housing Authority of the City of Pittsburgh (the “Housing Authority”) has made significant modifications, as reflected in Chapter 1, 4, 6, 7, 8, 10, 12, 13, 14 & 19 of the Administrative Plan for 2018, which incorporates the revision to the policy; and

WHEREAS, a Public Notice was published in the East County Times on February 02, 2018; commencing the 45-day period to submit written comments. The public hearing scheduled for this evening is to address any written comments received during the noticing period and to allow comments prior to the approval of the Administrative Plan for 2018 by the Housing Authority board; and

WHEREAS, in compliance with federal regulations, the Housing Authority has revised its Administrative Plan addressing the delivery of housing services in the Pittsburgh community and thereby, satisfying the Department of Housing and Urban Development (“HUD”) requirements to update the Administrative Plan; and

WHEREAS, the adoption of the Housing Authority Administrative Plan for 2018 is in the best interest of the citizens of Pittsburg.

NOW, THEREFORE, the Housing Authority of the City of Pittsburgh finds and determines as follows:

Section 1.

All the recitals above are true and correct and incorporated herein.

Section 2.

The Housing Authority Administrative Plan for 2018 is a thorough and complete document.

Section 3.

The Administrative Plan for 2018 will be available for review at the Housing Authority located at 916 Cumberland Street, Pittsburg, CA 94565 and on the City of Pittsburg website.

Section 4.

The Housing Authority Board hereby adopts this Resolution and the Administrative Plan for 2018 incorporated herein by this reference.

Section 5.

The Executive Director is hereby authorized to take such further actions as may be necessary or appropriate to carry out the Housing Authority's obligations pursuant to this Resolution.

Section 6.

The Agency Secretary shall certify to the adoption of this Resolution.

Section 7.

The Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Housing Authority of the City of Pittsburgh at a regular meeting on the 19th day of March, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

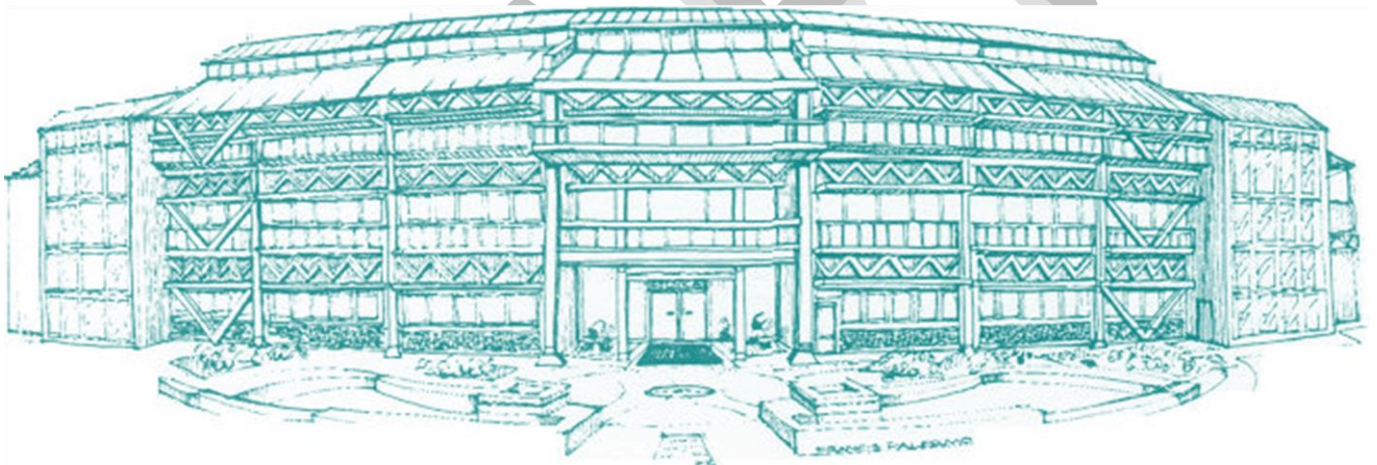
ABSENT:

Pete Longmire, Chair

ATTEST:

Alice E. Evenson, Secretary

H o u s i n g A u t h o r i t y of the City of Pittsburg



A d m i n i s t r a t i v e P l a n 2018

916 Cumberland Street
Pittsburg, CA 94565
Phone: (925) 252-4060
Fax: (925) 427-2715
Revised: March 19, 2018

DRAFT

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CHAPTER 1

STATEMENT OF POLICIES AND

OBJECTIVES INTRODUCTION

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which re-codified the U.S. Housing Act of 1937. The Act has been amended from time to time. Its requirements, as they apply to the Section 8 Housing Choice Voucher Program, is described in and implemented throughout this Administrative Plan. The Section 8 Housing Choice Voucher program is federally funded and administered for the city of Pittsburg by the Housing Authority of the City of Pittsburg (COPHA).

Administration of the Section 8 Housing Choice Voucher Program and the functions and responsibilities of COPHA's staff shall be in compliance with COPHA's Personnel Policy and the Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

Jurisdiction

The jurisdiction of COPHA is the City of Pittsburg, excluding El Pueblo Public Housing boundaries, which are administered by Contra Costa County Housing Authority.

A. HOUSING AUTHORITY'S MISSION STATEMENT

The mission of the Pittsburg Housing Authority is as follows:

TO PROMOTE ADEQUATE AND AFFORDABLE HOUSING AND A SUITABLE LIVING ENVIRONMENT FREE FROM DISCRIMINATION.

In adopting this mission statement, the Board understood that there are ways to "provide" housing assistance, from development and ownership of housing to providing of housing subsidies. Further, it is understood that these mechanisms would change over time as market forces change. It should be noted that this mission statement is consistent with the Quality Housing and Work Responsibility Act (QHWRA), which also envisions a broad and changing landscape for public housing.

This mission statement also makes clear that the agency has a role that extends beyond simply housing assistance. The housing provided and offered must support families, neighborhoods, and economic self-sufficiency. However,

the agency must continue to balance the use of its public dollars with every “unit” of housing provided.

B. HCV PROGRAM BASICS

The purpose of the HCV program is to provide rental assistance to eligible families. The rules and regulations of the HCV program are determined by the U.S. Department of Housing and Urban Development. COPHA is afforded choices in the operation of the program which are included in COPHA’s administrative plan, a document approved by the board of commissioners of COPHA.

The HCV program offers mobility to eligible families because they may search for suitable housing anywhere in COPHA’s jurisdiction and may also be eligible to move under portability to other PHAs’ jurisdictions.

When a family is determined to be eligible for the program and funding is available, COPHA issues the family a housing voucher. When the family finds a suitable housing unit and funding is available, COPHA will enter into a contract with the owner and the family will enter into a lease with the owner. Each party makes their respective payment to the owner so that the owner receives full rent.

Even though the family is determined to be eligible for the program, the owner has the responsibility of approving the family as a suitable renter. COPHA continues to make payments to the owner as long as the family is eligible and the housing unit continues to qualify under the program.

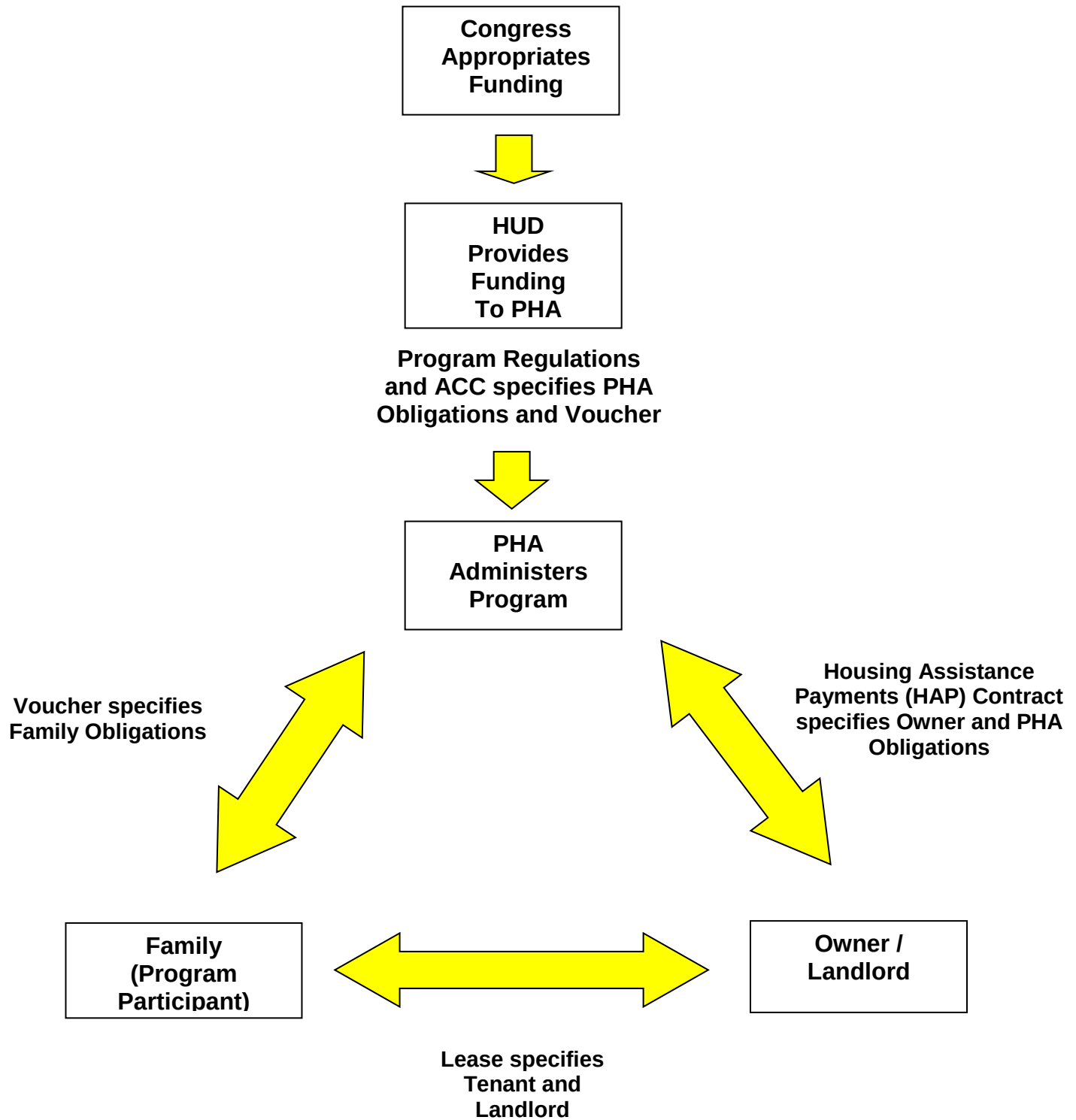
THE HCV PARTNERSHIPS

To administer the HCV program, COPHA enters into a contractual relationship with HUD (Consolidated Annual Contributions Contract). COPHA also enters into contractual relationships with the assisted family and the owner or landlord of the housing unit.

For the HCV program to work and be successful, all parties involved – HUD, COPHA, the owner, and the family – have important roles to play. The roles and responsibilities of all parties are defined in federal regulations and in legal documents that parties execute to participate in the program.

The chart on the following page illustrates key aspects of these relationships.

The HCV Relationships:



What Does HUD Do?

HUD has the following **major responsibilities**:

- Develop regulations, requirements, handbooks, notices and other guidance to implement HCV housing program legislation passed by Congress;
- Allocate HCV program funds to PHAs;
- Provide technical assistance to PHAs on interpreting and applying HCV program requirements;
- Monitor PHA compliance with HCV program requirements and PHA performance in program administration.

What Does COPHA Do?

COPHA administers the HCV program under contract with HUD and has the following **major responsibilities**:

- Establish local policies to administer the program;
- Review applications from interested applicants to determine whether they are eligible for the program;
- Maintain a waiting list and select families for admission;
- Issue vouchers to eligible families and provide information on how to lease a unit;
- Conduct outreach to owners, with special attention to owners outside areas of poverty or minority concentration;
- Approve the rental unit (including assuring compliance with housing quality standards and rent reasonableness), the owner, and the tenancy;
- Make housing assistance payments to the owner in a timely manner;
- Recertify families for continued eligibility under the program;
- Ensure that owners and families comply with their contractual obligations;
- Provide families and owners with prompt, professional service;
- Comply with all fair housing and equal opportunity requirements, HUD regulations and requirements, the Annual Contributions Contract, HUD-approved applications for funding, COPHA's administrative plan, and other applicable federal, state and local laws.

What Does the Owner Do?

The **owner** has the following **major responsibilities**:

- Screen families who apply for tenancy, to determine suitability as renters. COPHA can provide some information to the owner, but the **primary responsibility for tenant screening rests with the owner**.

The owner should consider family background factors such as rent and bill-paying history, history of caring for property, respecting the rights of others to peaceful enjoyment of the property, compliance with essential conditions

of tenancy, whether the family is engaging in drug-related criminal activity or other criminal activity that might threaten others.

- Comply with the terms of the Housing Assistance Payments contract executed with COPHA;
- Comply with all applicable fair housing laws and do not discriminate against anyone;
- Maintain the housing unit in accordance with Housing Quality Standards (HQS) and make necessary repairs in a timely manner;
- **Collect rent due** from the assisted family and otherwise comply with and **enforce provisions of the dwelling lease.**

What Does the Family Do?

The **family** has the following **responsibilities**:

- Provide COPHA with complete and accurate information as determined by COPHA to be necessary for administration of the program;
- Make their best and most timely efforts to locate qualified and suitable housing;
- Attend all appointments scheduled by COPHA;
- Allow COPHA to inspect the unit at reasonable times and after reasonable notice;
- Take responsibility for care of the housing unit, including any violations of housing quality standards caused by the family;
- Comply with the terms of the lease with the owner;
- Comply with the family obligations of the voucher;
- Not commit serious or repeated violations of the lease;
- Not engage in drug-related or violent criminal activity;
- Notify COPHA and the owner before moving or terminating the lease;
- Use the assisted unit only for residence and as the sole residence of the family. Not sublet the unit, assign the lease, or have any interest in the unit;
- Promptly notify COPHA of any changes in family composition;
- Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs.

C. LOCAL GOALS/OBJECTIVES [24 CFR 982.1]

For the next five years, the agency has established the following primary objectives:

Objective One: To assure that the housing subsidy programs for which it is funded are well run. Realistically, the agency cannot meet all the housing needs of the poor in this city. Primarily, the agency is funded to operate the Section 8 Housing Choice Voucher Program. Consequently, its first priority is to assure that this program is efficient which is defined as a content score of at least 90% and above on the Section 8 Management Assessment Program (SEMAP).

Currently, with a score of 100%, the agency is considered a “High Performer” under the Section 8 Management Assessment Program. The agency plans to continue to improve this score each year and to maintain that score at or above that level for the period covered by this Administrative Plan.

Objective Two: To *expand the number of housing opportunities*. Although there is no new funding for low income housing, the agency continues to seek ways of expanding the supply of affordable housing. In that regard, the agency plans to continue meeting with landlords to inform and encourage participation in the program.

Objective Three: To *increase the number of tenant-based assistance through the Veterans Assisted Supportive Housing Program (VASH)*.

This change will likely have a significant impact on the agency as the estimated number of units is expected to increase over the next couple of years.

D. PURPOSE OF THE PLAN [24 CFR 982.54]

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the Agency Plan. The Housing Choice Voucher Program was implemented on October 1, 1999, and pre-merger Housing Voucher tenancies and Over Fair Market Rent tenancies converted automatically to Housing Choice Voucher tenancies on that date.

COPHA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. COPHA will revise this Administrative Plan as needed to comply with changes in HUD regulations. The original Plan and any changes must be approved by the Board of the agency and a copy provided to HUD.

This Administrative Plan is a supporting document to COPHA’s Annual Plan, and is available for public review as required by CFR 24 Part 903.

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 35: Lead-Based Paint
- 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program
- 24 CFR Part 983: Project-Based Vouchers
- 24 CFR Part 985: The Section 8 Management Assessment Program (SEMAP)

E. ADMINISTRATIVE FEE RESERVE [24 CFR 982.54(d)(22)]

All expenditures from the Administrative Reserve shall be made in accordance with the approved budget.

F. RULES AND REGULATIONS [24 CFR 982.52]

This Administrative Plan is set forth to define COPHA's local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to the Section 8 Housing Choice Voucher program not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law.

G. TERMINOLOGY

The Housing Authority of the City of Pittsburgh is referred to as "COPHA" or "PHA" or "Housing Authority" throughout this document.

"Family" is used interchangeably with "Applicant" or "Participant" and can refer to a single person family.

"Tenant" is used to refer to participants in terms of their relation to landlords.

"Landlord" and "owner" are used interchangeably.

"Disability" is used where "handicap" was formerly used.

"Non-citizens Rule" refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

"UPCS-V" means the Uniform Physical Condition Standards for Vouchers required by regulations as enhanced by COPHA.

"Failure to Provide" refers to all requirements in the first Family Obligation. See "Denial or Termination of Assistance" chapter.

See Glossary for other terminology.

H. DECONCENTRATION AND FAIR HOUSING POLICY [24 CFR 982.54(d)(6)]

It is the policy of the Housing Authority to comply fully with all Federal, State, and Local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and to Affirmatively Further Fair Housing in admission to the programs.

COPHA shall not deny any family or individual the equal opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or

marital status, disability or sexual orientation.

To further its commitment to full compliance with applicable Civil Rights laws, COPHA will provide Federal/State/local information to Voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet and available upon

request at the front desk. In addition, COPHA will inform applicants and participants of the full range of units located outside areas of poverty or minority concentration.

All COPHA staff will be required to attend fair housing training and informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair Housing posters are posted throughout the Housing Authority office.

Additionally, the fair housing agency serving the City of Pittsburgh is:

Pacific Community Services,
Inc. 329 Railroad Avenue
Pittsburg, CA 94565
Phone: (925) 439-1056
<http://www.pcsi.org/>

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because COPHA's facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout COPHA's office in such a manner as to be easily readable from a wheelchair.

The Housing Authority's office is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDD telephone service provider.

I. REASONABLE ACCOMMODATIONS POLICY (Section 504 of the Rehabilitation Act of 1973)

It is the policy of COPHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families.

A participant with a disability must first ask for a specific change to a policy or

practice as an accommodation of their disability before COPHA will treat a person differently than anyone else. COPHA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations upon request, so that they may fully access and utilize the housing program and related services. The availability of requesting an accommodation will be made known by including notices on COPHA's forms and letters. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with COPHA, when COPHA initiates contact with a family including when a family applies, and when COPHA schedules or reschedules appointments of any kind.

To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

1. A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
2. A record of such impairment; or
3. Being regarded as having such an impairment

Rehabilitated former drug users and alcoholics are covered under ADA. However, a current drug user is not covered. In accordance with 5.403(a), individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, COPHA will require that a professional third party, competent to make the assessment, provides written verification that the person needs the specific accommodation due to their disability, and the change is required for them to have equal access to the housing program.

If COPHA finds that the requested accommodation creates an undue administrative or financial burden, then COPHA will either deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of COPHA (i.e., waiving a family obligation).

An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on COPHA.

COPHA will provide a written decision to the person requesting the accommodation within 10 working days of receiving the request. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review COPHA's decision.

Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All COPHA mailings will be made available in an accessible format upon request, as a reasonable accommodation, if the reasonable accommodation does not create an undue administrative or financial burden.

Verification of Disability

COPHA will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

Applying for Admission

All persons who wish to apply for any of COPHA's programs must submit a pre-application via on-line, written or other designated format, during the time COPHA is accepting applications. Applications will be made available in an accessible format upon request from a person with a disability, as a reasonable accommodation, as long as the reasonable accommodation does not create an undue administrative or financial burden.

To provide specific accommodation to persons with disabilities, upon request, the "Applying for Admission" information may be mailed to the applicant and, if requested, will be mailed in an accessible format, as a reasonable accommodation, as long as the reasonable accommodation does not create an undue administrative or financial burden.

The full application is signed at the eligibility appointment by the applicant unless a disability prevents the applicant from doing so. In the case of a disability that prevents the applicant from signing the full application, COPHA's representative may sign as a witness. Applicants will then be interviewed by COPHA staff to review the information on the full application form. Verification of the disability, as defined by ADA, will be requested at this time. The full application process will include discussion about reasonable accommodation necessity.

J. TRANSLATION OF DOCUMENTS

In determining whether it is feasible to provide translation of documents written in English into other languages, COPHA will consider the following factors:

1. Number of applicants and participants in the jurisdiction who do not speak English but rather speak another language.
2. Estimated cost to COPHA per client for translation of English written documents into another language.

K. MANAGEMENT ASSESSMENT OBJECTIVES

COPHA operates its housing assistance program with efficiency and can demonstrate to HUD auditors that COPHA is using its resources in a manner that reflects its commitment to quality and services. COPHA policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators.

1. Selection from the Waiting List
2. Reasonable Rent
3. Determination of Adjusted Income
4. Utility Allowance Schedule
5. UPCS-V Quality Control Inspections
6. UPCS-V Enforcement
7. Expanding Housing Opportunities
8. FMR/Exception Rent and Payment Standards
9. Annual Re-examinations
10. Correct Tenant Rent Calculations
11. Pre-contract UPCS-V Inspections
12. Biennial UPCS-V Inspections
13. Lease-up
14. Family Self-Sufficiency Enrollment and Escrow Account Balances if applicable
15. De-concentration Bonus

Supervisory quality control reviews will be performed by a COPHA staff person or other qualified persons, other than the person who performed the work, as required by HUD, on the following SEMAP factors

- Indicator # 1 - Selection from the waiting list
- Indicator # 2 - Rent Reasonableness
- Indicator # 3 - Determination of adjusted income
- Indicator# 5 - UPCS-V Quality Control
- Indicator # 6 - UPCS-V Enforcement

The annual sample of files and records will be drawn in a randomly selected unbiased manner, leaving a clear audit trail.

The minimum sample size to be reviewed will relate directly to each factor.

L. RECORDS FOR MONITORING PHA PERFORMANCE

In order to demonstrate compliance with HUD and other pertinent regulations, COPHA will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor and or assess COPHA's operational procedures objectively and with accuracy and in accordance with SEMAP requirements with internal supervisory audits.

In addition to the required SEMAP documentation, a COPHA staff person or other qualified persons will audit all processing functions.

M. PRIVACY RIGHT (24 CFR 982.551)

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information/Privacy Notice. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/COPHA will release family information.

COPHA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept separated from all other family information in the folder. The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by authorized staff person.

COPHA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location which is only accessible by authorized staff.

COPHA staff will not discuss family information contained in files with other staff or other clients, unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

N. FAMILY OUTREACH (24 CFR 982.153(b)(1))

COPHA will publicize and disseminate information to make known the availability of housing assistance and related services for very low-income families on a regular basis. When COPHA's waiting list is open, COPHA will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, minority media, and by other suitable means. Notices will be provided in English.

To reach persons who cannot read the newspapers, COPHA will distribute fact sheets to the broadcasting media, and initiate personal contact with members of the news media and community service personnel. COPHA may also utilize public service announcements.

COPHA will communicate the status of housing availability to other service providers in the community, and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

O. OWNER OUTREACH (24 CFR 982.54(d)(5), 982.153(b)(1))

COPHA makes a concerted effort to keep private owners informed of legislative changes in the tenant-based program, which are designed to make the program more attractive to owners. This includes informing participant owners of applicable legislative changes in program requirements.

COPHA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families.

COPHA maintains a list of interested landlords with available units for the Section 8 Housing Choice Voucher Program through GoSection8, which is a website for landlords wishing to participate in the program and tenants looking for available rentals through the Section 8 program. When listings from owners are received, they will be compiled by **GoSection8** in which the unit is located, and listed on the **GoSection8** website.

The GoSection8 website for the Section 8 Housing Choice Voucher Program will be provided at briefings and available at the receptionist's desk.

COPHA will actively recruit property owners with property located outside areas of minority and poverty concentration and will apply for exception payment standards if COPHA determines it is necessary to make the program more accessible in COPHA's jurisdiction.

Printed material is offered to acquaint owners and managers with the opportunities available under the program.

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CHAPTER 2

ELIGIBILITY FOR ADMISSION

(24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E)

INTRODUCTION

This Chapter defines both HUD and COPHA's criteria for admission and denial of admission to the program. The policy of COPHA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. COPHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by COPHA pertaining to their eligibility.

A. ELIGIBILITY FACTORS (982.201(B))

COPHA accepts applications only from families whose head or spouse is at least 18 years of age or emancipated minors under State law. It is the applicant's responsibility to prove emancipation.

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by COPHA.

The HUD eligibility criteria are:

- An applicant must be a "family"
- An applicant must be within the appropriate Income Limits

All applicants must furnish Social Security Numbers for all family members.

An applicant must furnish declaration of Citizenship or Eligible Immigrant Status and verification where required.

At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before COPHA may provide any financial assistance.

Reasons for denial of admission are outlined in the "Denial or Termination of Assistance" chapter. These reasons for denial constitute additional admission criteria.

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors.

Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for final eligibility processing for issuance of

a Voucher.

B. FAMILY COMPOSITION (24 CFR 982.201(c))

HUD defines the definition of an Elderly family by regulation, but they allow PHAs discretion to define what groups of persons constitute a non-elderly family.

The applicant must qualify as a Family. A Family may be a single person or a group of persons regardless of sexual identity, gender identity or marital status.

A “family” includes a family with a child or children. A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. COPHA determines if any other group of persons qualifies as a “family.”

A single person family may be:

- An elderly person
- A displaced person
- A person with a disability
 - Individuals **may not** be considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.
- Any other single person

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child’s temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

Two or more elderly or disabled persons living together, or one or more elderly, near elderly or disabled persons living with one or more live-in aides is a family.

Head of Household

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State law will be recognized as head of household.

Spouse of Head of Household

Spouse means the husband or wife of the head

For proper application of the Non-citizens Rule, the definition of spouse is: the marriage partner whom, in order to dissolve the relationship, would have to be divorced. It includes the partner in a registered domestic partnership (California Family Code 297). The term “spouse” does not apply to boyfriends, girlfriends, significant others, or co-heads.

Live-in Attendants

A Family may include a live-in aide provided that such live-in aide:

- Is determined by COPHA to be essential to the care and well-being of an elderly person or a person with disabilities;
- A near-elderly person, or a person with disabilities;
- Is not obligated for the support of the person(s);
- Would not be living in the unit except to provide care for the person(s).

A live-in aide is treated differently than family members:

- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits;
- Live-in aides are not subject to Non-Citizen Rule requirements;
- Live-in aides may not be considered as a remaining member of the tenant family and are not eligible participants in the program.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

A live-in aide may only reside in the unit with the approval of COPHA. Written verification will be required from a doctor or other medical professional. The doctor must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61 or older) or disabled.

Verification must include the hours the care will be provided.

At any time, COPHA will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

- The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- The person commits drug-related criminal activity or violent activity;
- The person currently owes rent or other amounts to COPHA or to another PHA in connection with section 8, public housing or other housing assistance programs under the 1937 Housing Act.

Split Households Prior to Voucher Issuance

When a family member on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, COPHA will make the decision taking into consideration the following factors:

- Which family member applied as head of household
- Role of domestic violence in the split including VAWA provisions

- Recommendations of social service agencies or qualified professionals such as children's protective services.

Documentation of these factors is the responsibility of the applicant family.

Multiple Families in the Same Household

When families, apply consisting of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

Once the family unit has received a voucher, the family will not be permitted to add additional family units to the voucher unless the adult member had been previously listed on the HUD 50058 in the last three years or is the spouse or co-head of the head of household and is eligible.

Any other single adult (18 years old and older), even, if related by blood is considered a separate family.

Deceased Participant

The lease and contract of a deceased sole head of household will terminate the month of death. The owner shall reimburse the balance of any rents overpaid by the COPHA.

The disposition of a Housing Choice Voucher may be transferred to remaining family member(s) of a deceased participant under the following conditions:

- The remaining member named head of household must be 18 years of age or older and was previously listed on the 50058.
- In the instance of an emancipated remaining family member, the emancipated remaining member shall have primary, legal custody of any remaining children (if applicable).
- ☐ A party, never having been included in the original family composition and who has gained primary, legal custody of the remaining children may become head of household, unless otherwise assisted or ineligible for the program.
- ☐ Live-in Aides are not eligible for continuance and have no rights to the benefits of the program.

Joint Custody of Children

A child who is subject to a joint custody agreement will be considered a member of the household, if the child is in the home at least **51%** of the time (**183 days** out of the year).

A child not subject to a joint custody agreement will be considered a member of

the household if the child is in the home at least **51%** of the time (**183 days** out of the year).

Refer Chapter 7 – “Verification Procedures”.

C. INCOME LIMITATIONS (24 CFR 982.,201(b), 982.353)

To be eligible for assistance, an applicant must:

Have an annual income at the time of admission that does not exceed the very low-income limits for occupancy established by HUD.

To be income eligible, the applicant must be a family in the very low-income category, which is a family whose income does not exceed 50 percent of the area median income. COPHA will not admit families whose income exceeds 50 percent of the area median income except those families included in 24 CFR 982.201(b), listed below:

- A low-income family that is continuously assisted under the 1937 Housing Act.
- An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within **120 calendar days** of voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act.
- A low-income family physically displaced by rental rehabilitation activity under 24 CFR Part 511.
- A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.
- A low-income non-purchasing family residing in a project subject to a home-ownership program under 24 CFR 248.173.
- A low-income family or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.
- A low-income family that qualifies for Voucher assistance as a non-purchasing family residing in a project subject to a resident home-ownership program.

To determine if the family is income-eligible, COPHA compares the Annual Income of the family to the applicable income limit for the family's size.

Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.

Portability: For initial lease-up at admission, families who exercise incoming portability must be within the applicable income limits for the jurisdiction of the receiving PHA in which they want to live. COPHA will not allow a family to exercise portability outside of Pittsburgh, until the family has satisfied their initial

lease term, prior to requesting to move from COPHA's jurisdiction.

D. MANDATORY SOCIAL SECURITY NUMBERS (24 CFR 5.216, 5.218)

- The participant/applicant must disclose their Social Security number and provide documentation of the Social Security number to COPHA at the time of admission, when requesting to add new household member(s) or during interim/ re-examination.
- Newborns will not be added on to family composition until a Social Security number is disclosed by the family. COPHA will grant 90 days for the family to comply with the Social Security Number disclosure.
- New household member(s) **cannot** be added to the family composition until the family has complied with Social Security number disclosure & verification requirements.
- Individuals exempt from disclosing:
 - Individuals who do not have eligible immigration status.
 - Tenants 62 of age or older as of 1/31/2010.
 - Tenants who have previously disclosed a valid Social Security number.
- If no family member has not complied with the Social Security disclosure and documentation requirement upon expiration of the provided time period, COPHA must terminate assistance to the entire family.

COPHA must deny the eligibility of an applicant or pro-rate assistance, if s/he does not disclose a Social Security number for each family member.

Families shall provide copies of these originals for insertion into COPHA tenant file, until such time the Social Security number is validated through HUD's EIV system.

E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS (24 CFR Part 5, Subpart E)

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families: A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called “mixed.” Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

All members ineligible: Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for an informal review.

Non-citizen students: Defined by HUD in the non-citizen regulations. Not eligible for assistance.

Appeals: For this eligibility requirement only, the applicant is entitled to an informal review.

Verification of Status Before Admission

COPHA will not provide assistance to families prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

F. OTHER CRITERIA FOR ADMISSION (24 CFR 982.552(b))

COPHA will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program:

- The family must pay any outstanding debt owed COPHA or another PHA as a result of prior participation in any federal housing program.
- The family must be in good standing regarding any current payment agreement made with another PHA for a previous debt incurred, before COPHA will allow participation in its Section 8 Housing Choice Voucher program.

If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, COPHA will deny assistance and may refer the family file to the proper authorities for appropriate disposition. (See Program Integrity Addendum).

Special Admission (Non-Waiting List)

If a family is displaced due to acquisition by the City of Pittsburgh, COPHA will determine eligibility for voucher issuance by the following criteria:

- The family must be income eligible and be a citizen or a non-citizen who has eligible immigration status in accordance with 24 CFR Part 5.
- If funding is available.
- No family members may have engaged in drug related activity or violent criminal activity within the 3 years from admission date.
- No family member can be a registered sex offender.

G. TENANT SCREENING (24 CFR 982.307)

COPHA will take into consideration the criteria for admission described in the “Denial or Termination of Assistance” chapter.

COPHA will not screen family behavior or suitability for tenancy. COPHA will not be liable or responsible to the owner or other persons for the family’s behavior or the family’s conduct in tenancy.

The owner is responsible for screening and selection of the family to occupy the owner’s unit. At or before COPHA’s approval of the tenancy, COPHA will inform the owner that screening and selection for tenancy is the responsibility of the owner.

The owner is responsible for screening families based on their tenancy histories, including such factors as: **(24 CFR 982.301(a)(3))**

- Payment of rent and utility bills
- Caring for a unit and premises
- Respecting the rights of other residents to the peaceful enjoyment of their housing
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others
- Compliance with other essential conditions of tenancy
- Patterns of illegal use of a controlled substance or pattern of abuse of alcohol which may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Additional information on tenant screening may be obtained in the California Tenant’s Handbook, by visiting the California Department of Consumer Affairs web site at <http://www.dca.ca.gov/legal/landlordbook/index.html>.

COPHA will advise families on how to file a complaint if they feel they have been discriminated against by an owner.

H. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Families must notify the COPHA immediately of any changes. If the lease and contract is signed without appropriate changes reported and applied, the family may be responsible for paying increases or decreases starting the 1st of the following month after the effective date of the contract.

I. INELIGIBLE FAMILIES

Families who are determined to be ineligible, will be notified in writing within 10 working days regarding the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to non-citizen

status. See “Complaints and Appeals” chapter for additional information about reviews and hearings.

J. PROHIBITED ADMISSIONS CRITERIA (24 CFR 982.202(b))

Admission to the program may not be based on where the family lived before admission to the program, however, a Residency Preferences will be applied.

Admission to the program may not be based on:

- a. Discrimination because members of the family are unwed parents, recipients of public assistance, or have children born out of wedlock
- b. Discrimination because a family includes children
- c. Whether a family decides to participate in a family self-sufficiency program
- d. Other reasons as listed in the “Statement of Policies and Objectives” chapter under the Fair Housing and Reasonable Accommodations sections. HUD VASH

The HUD Veteran’s Affairs Supportive Housing (HUD-VASH), program provides rental assistance under a supportive housing program for homeless veterans. This program combines Section 8 Housing Choice Voucher rental assistance for homeless veterans administered by COPHA with on-going case management, health and other supportive services provided by the Department of Veteran Affairs Medical Center (VAMC) in Martinez, CA.

The VAMC is responsible for program marketing and outreach. COPHA will not maintain a waiting list of households interested in the HUD-VASH program but will refer households who appear to be homeless veterans to the VAMC as potential eligible participants of the HUD-VASH program.

After the VAMC has completed its screening process it will refer HUD-VASH eligible households to COPHA. COPHA will not have a role in determining if the veteran has a “less than honorable” discharge, determining the household’s homeless status or any other screening criteria other than income limits and sex offender status.

In order to participate in the HUD-VASH program the household’s income must be at or below 50% of the area median income for the household’s size and no family member can be subject to a lifetime registration requirement under any state’s sex offender registry program.

If eligible to participate in this program the veteran will be issued a Section 8 Housing Choice Voucher which will allow her/him to receive rental assistance in the unit of their choice that meets HUD’s criteria.

Families participating in the HUD VASH program are under the same requirements as non-VASH households with the exception of initial eligibility screening requirements.

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CHAPTER 3

APPLYING FOR ADMISSION (24 CFR 982.204)

INTRODUCTION

The policy of COPHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement or denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family. COPHA also utilizes this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Plan.

A. OVERVIEW OF THE APPLICATION TAKING PROCESS

Applications for the Section 8 Housing Choice Voucher program will be taken as needed, via an on-line process and accepted through a random lottery selection. A limited number of applications will be accepted through the random lottery drawing. The application will contain questions designed to obtain pertinent program information for potential placement on the waiting list, such as preferences for the program.

Families who wish to apply for COPHA's program must complete an on-line application form during the period the waiting list is open. Applications will be made available in an accessible format upon request from a person with a disability. Applications received from incarcerated individuals will be rejected.

The application process will involve two phases. The first phase is the "initial" application for assistance (referred to as a pre-application). Completion of the on-line pre-application allows entry into the random lottery drawing.

Once the applications are randomly selected via lottery, they are placed on the waiting list according to the preferences indicated on the application. Applications not drawn in the lottery will not be placed on the waiting list.

The second phase is the "pre-determination of eligibility" (referred to as the full application). The full application takes place when the family reaches the top of the waiting list. At this time, COPHA will ensure that verification of all eligibility factors is current in order to determine the family's eligibility prior to the issuance of a voucher.

B. OPENING/CLOSING OF APPLICATION TAKING (24 CFR 982.206, 982.54(d)(1))

Opening the Waiting List

When COPHA opens the waiting list, COPHA will advertise through public notice.

The notice will contain:

- The dates, times locations, and how families may apply.
- The programs for which applications will be taken.
- A brief description of the program.
- Limitations, if any, on who may apply,

The notices will provide potential applicants with information that includes COPHA's address and telephone number, how to submit an application, information on eligibility requirements, and of local preferences.

Upon request from a person with a disability, a reasonable accommodation can be given for submission of a paper application. This accommodation is to allow persons with disabilities the opportunity to submit an application, in cases where the individual is unable to submit via on-line, as determined by a doctor or social service organization.

Limits on Who May Apply

If the waiting list is open, COPHA must accept applications from families. Families will be placed on the waiting list, in accordance with the application process, unless there is good cause for denying the application, such as over-income households, registered sex offender member status or because of action or inaction by members of the family for the grounds stated in the "Denial of Termination of Assistance" chapter of this Administrative Plan. (24 CFR 982.206(b)(2)).

Closing the Waiting List

COPHA will announce the closing of the waiting list by public notice. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

C. "INITIAL" APPLICATION PROCEDURES (24 CFR 982.204(b))

COPHA will utilize a pre-application for on-line applications. The application is to be completed by the family applying to the program, or, for persons with disabilities, by a person designated to do so by and on behalf of the family.

Incomplete applications will not be considered or processed for eligibility and ineligible families will not be placed on the waiting list.

A minor without legal capacity (as defined by state law) to enter into a contract will not be placed on the waiting list.

Pre-applications will not require an interview. The information on the application will not be verified until the applicant has been selected for eligibility determination. Final eligibility will be determined when the full application process is completed, processed and all information is verified.

D. APPLICANT STATUS WHILE ON WAITING LIST (24 CFR 982.204)

Applicants are required to inform COPHA, in writing, of changes in address. Mail sent from COPHA to an applicant **will not** be forwarded. Mail sent from COPHA to an applicant is considered received unless returned by the post office as undeliverable. Mail returned to COPHA, which is not the result of postal service error, will result in the removal of an application from the waiting list.

Documentation of a postal service error is the responsibility of the applicant and must include a letter from the postmaster explaining the error which caused the applicant's mail to be returned to COPHA. Documentation must be received within 14 calendar days from when the application was removed from the waiting list. Applicants providing acceptable documentation will be returned to the waiting list with their original application position.

Applicants are required to respond to requests from COPHA to update information on their application and to determine their interest in assistance. Failure to respond to requests for information will result in the removal of an applicant from the waiting list. Continued interest in program participation after removal from the waiting list will require another application to be submitted and processed according to the initial application procedures and the opening and closing of the waiting list period.

Incarcerated applicants **will not** be maintained on the waiting list.

If after a review of the pre-application the family is determined to be preliminarily eligible, they will be notified in writing.

This written notification of preliminary eligibility will be mailed to the applicant.

If the family is determined to be ineligible based on the information provided in the pre-application, COPHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. See "Complaints and Appeals" chapter.

E. TIME OF SELECTION (24 CFR 982.204)

When funding is available, families will be selected from the waiting list in their

determined sequence, regardless of family size, subject to income targeting requirements.

When there is insufficient funding available for the family at the top of the list, COPHA will not admit any other applicant until funding is available for the first applicant.

Based on COPHA's turnover and the availability of funding, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verifications.

F. COMPLETION OF A FULL APPLICATION

All preferences claimed on the pre-application or while the family is on the waiting list will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed, processed and all information is verified.

When COPHA is ready to select applicants, applicants will be required to participate in a full application interview with a COPHA representative during which, the applicant will be required to furnish complete and accurate information as requested by the interviewer. The COPHA representative will complete the full application form with answers supplied by the applicant. The applicant will sign and certify that all information is complete and accurate.

Requirements for Application Review/Interview

COPHA utilizes the full application review/interview and will discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The review/interview is also used as a vehicle to meet the informational needs of the family by

providing information about the application and verification process, as well as to advise the family of other COPHA services or programs which may be available. Interviews can be conducted by phone.

All adult family members, 18 years of age and older, are required to sign the housing application documents. Failure by all adult members to comply with the review/interview will result in the denial of the family's application for rental assistance. Upon denial, if the family would like to be considered for rental assistance, the family will be required to submit another application and be processed according to the initial application procedures and the opening and closing of the waiting list period.

Review/interview appointments may be rescheduled one time only by providing written notice on or before the day of the scheduled appointment. Applicants who miss their rescheduled appointment or who attempt to reschedule a missed appointment after the deadline, will be denied and removed from the waiting list and will be required to apply when the waiting list is open again.

If an application is denied due to failure to comply with the full application interview, the applicant may request an informal review. (See “Complaints and Appeals” chapter).

A reasonable accommodation, if requested, will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with permission of the person with a disability. (Permission must be in the form of a statement or a document verifying legal authorization)

All adult members must sign the HUD Form 9886, Release of Information, and all supplemental forms required by COPHA, the declarations and consents related to citizenship/immigration status and any other documents required by COPHA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and releases as required by COPHA.

If COPHA determines at or after the interview that additional information or document(s) are needed, COPHA will request the document(s) or information in writing. The family will be given **5 working days** to supply the information. If the information is not supplied in this time period, assistance will be denied. (See “Complaints and Appeals” chapter)

G. VERIFICATION (24 CFR 982.201(e))

Information provided by the applicant will be verified, using the verification procedures in the “Verification Procedures” chapter. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than 60 calendar days old at the time of issuance of the Voucher.

H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY (24 CFR 982.201)

After the verification process is completed, COPHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verifications completed by COPHA, and the current eligibility criteria in effect.

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CHAPTER 4

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST (24 CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206)

INTRODUCTION

It is COPHA's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies in this Administrative Plan.

This chapter explains the local preferences which COPHA has adopted to meet local housing needs, defines the eligibility criteria for the preferences and explains COPHA's system for applying them.

By maintaining an accurate waiting list, COPHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

A. WAITING LIST (24 CFR 982.204)

COPHA uses a single waiting list for admission to its Section 8 Housing Choice Voucher tenant-based assistance program.

Except for Special Admissions, applicants will be selected from COPHA's waiting list in accordance with policies and preferences and income targeting requirements defined in this Administrative Plan.

COPHA will maintain information that permits proper selection from the waiting list.

The waiting list contains the following information for each applicant listed:

- Applicant Name
- Family Unit Size (number of bedrooms family qualifies for under COPHA's subsidy standards)
- Date and time of application
- Qualification of any local preference
- Racial or ethnic designation of the head of household
- Targeted program qualifications

B. SPECIAL ADMISSIONS (24 CFR 982.54(d)(e), 982.203)

If HUD awards COPHA program funding that is targeted for specifically named families, COPHA will admit these families under a Special Admission procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. COPHA maintains separate records of these admissions. However, all special admissions families are restricted under the sex offender requirements.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

- A family displaced because of demolition or disposition of a public or Indian Housing project;
- A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
- For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;
- A family residing in a project covered by a project-based Section 8 HAP Contract at or near the end of the HAP contract term; and
- A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

Applicants who are admitted under Special Admissions, rather than from the waiting list, are identified by codes in the automated system.

C. WAITING LIST PREFERENCES (24 CFR 982.207)

COPHA has established a system of local preferences for selection of families admitted to the program.

If an applicant makes a false statement or provides false information in order to qualify for a local preference, COPHA will deny admission to the program for the family.

D. LOCAL PREFERENCES (24 CFR 982.207)

COPHA has two local preferences, City of Pittsburgh residency and veteran status. Each preference has been determined after a public hearing in accordance with applicable federal regulations. Applicants that qualify for a local preference shall be ranked in the following order:

- Pittsburgh residents.
 - Any household family member who lives, works, or has been hired to work, or attending school in the city of Pittsburgh.
- Veteran or surviving spouses of veterans.

Preference is given for admission of a single person who is 62 years or older or person with disabilities over other single persons.

Local preferences in addition to date and time of application are given priority when determining an applicant's order of a placement on the waiting lists. The

following chart represents the order of preference given to applicants on the waiting lists:

CODE	RANK - DESCRIPTION	PREFERENCE POINTS
1	VETERAN / RESIDENT	1,000,000
2	NON-RESIDENT / RESIDENT	200,000
3	VERTERAN / NON-RESIDENT	30,000
4	NON VERTERAN /NON-RESIDENT	4,000

Treatment of Single Applicants

Single applicants will be treated as any other eligible family on the waiting list.

E. INCOME TARGETING

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year COPHA will reserve a minimum of seventy-five percent of its Section 8 new admissions for families whose income does not exceed 30 percent of the area median income. HUD refers to these families as “extremely low-income families.” COPHA will admit families who qualify under the Extremely-Low Income Limit to meet the income targeting requirement, regardless of preference.

COPHA’s income targeting requirement does not apply to low income families continuously assisted as provided for under the 1937 Housing Act.

F. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION (24 CFR 982.207)

At the time of eligibility, an applicant’s entitlement to a Local Preference will be based on verification of said preference.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list without the Local Preference.

G. TARGETED FUNDING (24 CFR 982.203)

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

Applicants who are admitted under targeted funding which are not identified as a Special Admission are identified by codes in the automated system.

H. PREFERENCE AND INCOME TARGETING ELIGIBILITY (24 CFR 982.207)

Change in Circumstances

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify COPHA in writing when their circumstances change.

If the family's verified annual income, at final eligibility determination, does not fall under the Extremely-Low Income Limit and the family was selected for income targeting purposes, ahead of family(ies) with a higher preference, the family will be returned to the waiting list based on their actual income level and preference.

Other Housing Assistance (24 CFR 982.205(b))

Other housing assistance means a federal, State or local housing subsidy, as determined by HUD, including public housing.

COPHA may not take any of the following actions because an applicant has applied for, received, or refused other housing:

- Refuse to list the applicant on COPHA's waiting list for tenant-based assistance;
- Deny any admission preference for which the applicant is currently qualified;
- Change the applicant's place on the waiting list based on preference, date of application, or other factors affecting selection under COPHA's selection policy; or
- Remove the applicant from the waiting list.

However, COPHA may remove the applicant from the waiting list for tenant-based assistance if COPHA has offered the applicant assistance under the voucher program.

• I. ORDER OF SELECTION (24 CFR 982.207(e))

COPHA's method for selecting applicants from a preference category leaves a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in the administrative plan.

Local Preferences

Local preferences will be used to select families from the waiting list. Local preference for COPHA are: Residency Preference and Veteran's Preference.

Among Applicants with Equal Preference Status

Among applicants with equal preference status, the waiting list will be organized by the lottery number randomly assigned to the applicant.

J. FINAL VERIFICATION OF PREFERENCES (24 CFR 5.415)

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, COPHA will:

- Obtain necessary verifications of preference at the interview and by third party verification.

K. PREFERENCE DENIAL (24 CFR 5.415)

If COPHA denies a preference, the applicant may request, in writing, an informal review. If the preference denial is upheld as a result of the informal review, or the applicant does not request an informal review, the applicant will be placed on the waiting list without benefit of the preference.

If an applicant falsifies documents or makes false statements in order to qualify for a preference, the applicant will be removed from the waiting list and denied assistance.

L. REMOVAL FROM THE WAITING LIST AND PURGING (24 CFR 982.204(c))

The Waiting List will be purged periodically by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for confirmation of continued interest and for any changes in preferences.

Any mailings to the applicant which require a response will state that failure to respond will result in the applicant's name being withdrawn from the waiting list.

An extension of 30 calendar days to respond will be granted, if requested and needed as a reasonable accommodation for a person with a disability.

If an applicant did not respond to COPHA's request for information or updates because of a family member's disability, COPHA will reinstate the applicant in the family's former position on the waiting list, upon written verification of the family member's disability provided by a person licensed to provide such verification.

Mail sent from COPHA to an applicant is considered received unless returned by the post office as undeliverable. If a letter is returned by the post office, the applicant will be removed from the waiting list without further notice and the envelope and letter will be maintained by COPHA. Mail sent from COPHA to an applicant will not be forwarded. Mail returned to COPHA, which is not the result of post office error, will result in the removal of an application from the waiting

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list. Applicants removed from the waiting list, who would like to be considered for rental assistance, will be required to submit another application, only when the application period is open, and be processed according to the initial application procedures. Documentation of a post office error is the responsibility of the

applicant and must include a letter from the postmaster explaining the error which caused the applicant's mail to be returned to COPHA. Documentation

must be received within 30 calendar days from when the application was removed from the waiting list. Applicants providing acceptable documentation will be returned to the waiting list with their original lottery position.

Mail sent from COPHA to an applicant is considered received unless returned by the post office as undeliverable. If an applicant claims to not have received a mailing from COPHA and COPHA has not received mail for the applicant returned by the post office:

COPHA will verify the mailing was sent to the address of record. If an error was made by COPHA, the applicant will be returned to the waiting list by the applicant's original lottery position. If an error was not made by COPHA, the applicant will be required to reapply when the waiting list is open and be processed according to the initial application procedures.

The applicant must provide written verification from their postmaster if the applicant has had a history of difficulty in receiving mail at the address of record, before COPHA will return the applicant to the waiting list by their original lottery position.

The applicant will be required to reapply when the waiting list is open, if the applicant failed to submit a change of address according to COPHA's policy. Applicants denied assistance may request, in writing, an informal review.

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CHAPTER 5

SUBSIDY STANDARDS (24 CFR 982.402)

INTRODUCTION

HUD guidelines require that HA's establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the unit size selected by the family must be within the minimum unit size requirements of HUD's Uniform Physical Condition Standards for Vouchers. This Chapter explains the subsidy standards which will be used to determine the voucher size (family unit size) for various sized families when they are selected from the waiting list, continued eligibility determination performed annually, or at any time changes to the subsidy standards occur in compliance with the administrative plan and HUD regulations. Subsidy size changes will also be applied when a family's size changes or a family selects a unit size that is different from the Voucher Size.

If the family's size increases or decreases during the HAP contract term, the new family size must be used to determine the payment standard amount for the family beginning at the family's first regular reexamination following the change in family size.

A. DETERMINING FAMILY UNIT (VOUCHER) SIZE

COPHA does not determine who shares a bedroom/sleeping room (HUD defines the living room and/or family room as sleeping areas), but there must be at least one person per bedroom on the Voucher, regardless of sex, age, relationship, health, personal preference, etc. COPHA's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

In determining family unit (Voucher) size, COPHA uses the standard of two persons per bedroom/sleeping room, however, the Head of Household and their spouse or co-head, will not be required to share a bedroom with their child(ren).

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

COPHA's subsidy (bedroom size) standards are used to determine the maximum rent subsidy that a family assisted under the voucher program will receive. COPHA's subsidy standards have been established in accordance with HUD regulations to provide Section 8 housing assistance to the greatest number of families possible. COPHA's subsidy standards will be applied consistently for all families of like size and composition.

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The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

The family may rent a smaller bedroom size unit, provided that the unit meets the standards below and the Uniform Physical Condition Standards for Vouchers (UPCS-V) guidelines. The minimum and maximum subsidy standards are:

Voucher Size	Minimum Persons in Household	Maximum Persons in Unit
0 Bedroom	1	1
1 Bedroom	1	4
2 Bedrooms	2	6
3 Bedrooms	3	8
4 Bedrooms	4	10
5 Bedrooms	6	12
6 Bedrooms	8	14

The following factors must be considered when assigning subsidy / bedroom size:

- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size up until the ninth (9th) month of absence (**270 days**).
- Only long-term foster children will be included in determining unit size in accordance with subsidy standards established.
- Zero-bedroom (studio unit) Housing Choice Vouchers shall be assigned to one-person households. A one-bedroom Housing Choice Voucher may be assigned to a one-person household if the person currently lives in a one-bedroom unit and wishes to receive assistance in their current residence, or to a couple with no children.
- Space will not be provided for a child who is with a parent less than 51% of the time, (183 days of the year), unless that child is away attending college and the parent keeps the child on the Voucher assistance. Joint custody factors with 50/50 custody will be determined by school records and attendance by the child.
- A child, who is a member attending school away from home temporarily, may be included in determining unit size in accordance with the established subsidy standards.

Guidelines for Determining Voucher Size Upgrade

Each voucher upgrade will be reviewed and determined on a case by case basis. However, not only is the above initial guideline taken into consideration, the following guidelines will be considered also:

- Adjustment to voucher size will not occur until initial move in or annual recertification period, whichever is later.
- Increases to voucher size depend on funding availability.

B. EXCEPTIONS TO SUBSIDY STANDARDS (24 CFR 982.403(a))

COPHA shall grant exceptions to the subsidy standards if the family requests and COPHA determines the exceptions are justified and supported by an authorized licensed practitioner.

COPHA will grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a:

- Verified medical or health reason; or
- Elderly persons or persons with disabilities who may require a live-in attendant.

The subsidy standards may be waived for families in need as follows:

- A. Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's "family". Note that a Live-In attendant's family cannot cause overcrowding in the unit.
- B. Medical equipment which requires a separate room because of size or function; or
- C. A documented medical need that necessitates a separate room for a family member.

Request for Exceptions to Subsidy Standards

Families seeking an exception or waiver to the subsidy standards will be required to submit a request for such an exception in writing within 14 calendar days of the subsidy standard adjustment. The request must meet the Authority's guidelines. In order to obtain a waiver, the family must provide justification for their request and supportive documentation. COPHA may request third party verification to verify the need for a waiver. Waivers are subject to funding availability.

If a waiver is granted, the Authority will increase the subsidy / bedroom size appropriately.

These are the only three cases, (A.B. or C. listed above), in which a waiver may be granted. All other families will be assigned a bedroom size based on the subsidy standards established.

COPHA Error

If COPHA errs in the bedroom size designation, the family will be issued a voucher of the appropriate size and the correction will be made in accordance with Interim Reexamination policies, or applied at the time of the next Annual Reexamination or when the family transfers or moves into a unit, whichever occurs first.

Changes for Applicants

The voucher size is determined before the briefing by comparing the family composition to COPHA's subsidy standards. If an applicant requires a change in the voucher size, based on the requirements of COPHA subsidy standards, the above referenced guidelines will apply.

Changes for Participants

The members of the family residing in the unit must be approved by COPHA. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform COPHA, in writing, within **14** calendar days of when the change occurred. The below referenced guidelines will apply.

Under-housed and Over-housed Families

If a unit does not meet UPCS-V space standards due to an increase in family size, (unit too small), COPHA will issue a new voucher of the appropriate size and assist the family in locating a suitable unit.

In such cases COPHA's voucher term extension policy will be applicable, unless otherwise approved by COPHA staff.

COPHA will also notify the family of the circumstances under which an exception will be granted, such as:

- If a family with a disability is under-housed in an accessible unit.
- If a family requires the additional bedroom because of a health problem which has been verified by COPHA.

Under the Voucher Program, no unit shall be disapproved on the sole grounds that it is too large for the family.

C. UNIT SIZE SELECTED (24 CFR 982.402 (c))

The family may select a different size dwelling unit than that listed on the Voucher. There are three criteria to consider:

Subsidy Limitation: The family unit size as determined for a family under COPHA's subsidy standard for a family assisted in the voucher program is based on the adopted payment standards. The payment standard for a family shall be the lower of:

- The payment standard amount for the family unit size; or
- The payment standard amount for the unit size rented by the family.

Maximum Rent Burden-40% Rule: The family's share, (rent plus utility costs), may not exceed 40% of the family's monthly adjusted income when the family initially moves into the unit or signs the first assisted lease for a unit. The maximum initial rent burden applies only when the gross rent for the unit selected exceeds the applicable payment standard.

Utility Allowance: The utility allowance used to calculate the gross rent is based on the lesser of the unit size the family selects, or the size authorized on the family's Voucher.

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CHAPTER 6

FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION (24 CFR Part 5, Subparts E and F; 982.153, 982.551)

INTRODUCTION

COPHA will use the methods as set forth in this Administrative Plan to verify and determine that family income at admission and at annual reexamination is correct. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations.

This Chapter defines the allowable expenses and deductions to be subtracted from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. COPHA's policies in this Chapter address those areas which allow COPHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. INCOME AND ALLOWANCES (24 CFR 5.609)

Income: Includes all monetary amounts which are received by or on behalf of each family member. For purposes of calculating the Total Tenant Payment, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income which is not specifically excluded in the regulations is counted.

Annual Income: Is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Adjusted Income: Is defined as the Annual income minus any HUD allowable expenses and deductions.

HUD has five **allowable deductions** from Annual Income:

Dependent Allowance: \$480 each for family members (other than the head or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.

Elderly/Disabled Allowance: \$400 per family for families whose head or spouse is 62 or over or disabled. One deduction per household.

Allowable Medical Expenses: Deducted for all family members of an eligible elderly/disabled family for expenses exceeding 3% of income. (Refer to page 61)

Child Care Expenses: Deducted for the care of children under 13 when child care is necessary to allow an adult member to work, attend school, or actively seek employment. (Refer to page 60)

Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities, if needed, to enable the individual or an adult family member to work.

Income Disallowance:

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "baseline income." The family member's baseline income is his or her income immediately prior to qualifying for the EID. The family member's baseline income remains constant throughout the period that he or she is participating in the EID.

While qualification for the disallowance is the same for all families, calculation of the disallowance will differ depending on when the family member qualified for the EID. Participants qualifying **prior to May 9, 2016**, will have the disallowance calculated under the "Original Calculation Method" described below which requires a maximum lifetime disallowance period of up to **48 consecutive months**. Participants qualifying on or **after May 9, 2016**, will be subject to the "Revised Calculation Method" Which **shortens the lifetime disallowance period to 24 consecutive months**.

The disallowance of increases in income as a result of employment of persons with disabilities does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

Under both the original and new methods, the EID eligibility criteria, the benefit amount, the single lifetime eligibility requirement and the ability of the applicable family member to stop and restart employment during the eligibility period are the same.

B. MINIMUM RENT (24 CFR 5.616)

Minimum Rent

"Minimum rent" is **\$50**. Minimum rent refers to the Total Tenant Payment and

includes the combined amount a family pays towards rent and/or utilities when it is applied.

C. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT (24 CFR 982.54(d) (10), 982.551)

COPHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, COPHA must count the income of the spouse, children or the head of the household if that person is temporarily absent, even if that person is not on the lease.

“Temporarily absent” is defined as away from the unit for up to **60 calendar days**. However, absence from the unit by any family member, expected to occur longer than 30 calendar days, must be reported, in writing, within 30 calendar days from the family member’s first day of absence from the unit. Unexpected absences, lasting longer than 30 calendar days, must be reported to COPHA, in writing, by the 31st day of the family member’s absence from the unit.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define), is counted as income.

It is the responsibility of the head of household to report changes in family composition. COPHA will evaluate absences from the unit using this policy.

Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for two consecutive months except as otherwise provided in this Chapter.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, COPHA will seek the advice from a reliable qualified source as to the likelihood and timing of their return. If the

verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family will return in less than **180** calendar days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with COPHA’s Absence of Entire Family” policy.

Absence Due to Full-time Student Status

Full time students who attend school away from home and live with the family during school recesses will not be considered permanently absent from the household.

Absence due to Incarceration

If the sole member of the family is incarcerated for more than 30 calendar days, s/he will be considered permanently absent and assistance will be terminated. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 2 calendar months.

COPHA will terminate the family's assistance if it is determined that the reason for incarceration is for drug-related or violent criminal activity ***and leads to a conviction***, regardless of the length of absence from the unit.

Absence of Children due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, COPHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 2 calendar months from the date of removal of the child/children, the voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with COPHA's subsidy standards.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, COPHA will terminate assistance in accordance with appropriate termination procedures contained in this Plan and the Housing Assistance Payments Contract (HAP).

Families are required to notify COPHA, in writing, before moving out of a unit and to give COPHA information about any family absence from the unit.

Families must notify COPHA, in writing, within 14 calendar days after leaving the unit if any member will be absent from the unit for more than 30 calendar days.

If the entire family is absent from the assisted unit for more than 30 calendar days, without prior notification to COPHA, the unit will be considered to be vacated and the assistance will be terminated.

HUD regulations require COPHA to terminate assistance if the entire family is absent from the unit for a period of 180 calendar days.

In order to determine if the family is absent from the unit, COPHA may:

- Write letters to the family at the unit
- Telephone the family at the unit
- Consult with individuals, agencies, the property owner, etc., who could be expected to know the whereabouts of the family
- Interview neighbors and family members
- Schedule an inspection of the unit
- Verify if utilities are in service
- Check with the post office

A person with a disability may request an extension of time to be absent from the unit as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 calendar days limit or approval from COPHA staff.

If the absence which resulted in termination of assistance was due to a person's disability, and COPHA can verify that the person was unable to notify COPHA in accordance with the family's responsibilities, and if funding is available, COPHA may reinstate the family as an accommodation if requested by the family, as long as the period was within 180 calendar days.

Caretaker for Children

If neither parent remains in the household, and an appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, COPHA will treat that adult as a visitor for the first 60 calendar days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the voucher will be transferred to the caretaker, if COPHA has determined the caretaker to be eligible to receive assistance.

If the appropriate agency cannot confirm the guardianship status of the caretaker, COPHA will review the status at 60-day intervals.

If custody or legal guardianship has not been awarded by the court, but the action is in process, COPHA will secure verification from social services staff or the attorney as to the status.

If custody is awarded for a limited time, in excess of the initial 60-day period, COPHA will state in writing that the transfer of the voucher is for that limited time or as long as they have custody of the children. COPHA will use discretion as deemed appropriate in determining any further assignation of the voucher on behalf of the children.

COPHA will transfer the voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 60 calendar days and it

is reasonable to expect that custody will be granted.

When COPHA approves a person to reside in the unit as a caretaker for the child/children, the caretaker's income will be counted, after the caretaker's initial 60-day period in the unit. COPHA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more 2 consecutive months, the person will be considered permanently absent.

Visitors

Any adult not included on the HUD 50058 who has been in the unit more than 14 calendar days without COPHA approval, or a total of **45 days** in a 12-month period, will be considered to be living in the unit as an ***unauthorized household member***.

The absence of evidence reflecting a permanent address, will be considered verification that the visitor is an unauthorized member of the household.

Use of the unit address as the visitor's current residence for any purpose shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and COPHA will terminate assistance since prior approval was not requested for the addition.

In a joint custody arrangement, if the minor is in the household less than **183 days per year (51%)**, the minor will be considered to be an eligible visitor and not a family member.

Reporting Absences to COPHA

Reporting changes in household composition by the assisted family is a requirement by HUD and COPHA.

If a family member leaves the household, the family must report this change to COPHA, in writing, within **14 calendar days** of the change and certify as to whether the member is temporarily absent or permanently absent.

COPHA will conduct an interim evaluation for changes which affect the Total Tenant Payment in accordance with the interim policy.

D. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, COPHA may:

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- Average known sources of income that vary to compute an annual income, or
- Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so as to reduce the number of interim adjustments.

The method used depends on the regularity, source and type of income.

E. MINIMUM INCOME

There is no minimum income requirement for program participation. Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

If the family's expenses exceed their known income, COPHA will make inquiry of the head of household as to the nature of the family's accessible resources.

F. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME (24 CFR 982.54(d)(10))

If a family member is permanently confined to a hospital or nursing home, that person is no longer a member of the assisted household composition and the income of that person is not counted.

G. REGULAR CONTRIBUTIONS AND GIFTS (24 CFR 5.609)

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every month or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See "Verification Procedures" chapter for further definition).

If the family's expenses exceed its known income, COPHA will make inquiries to the family regarding contributions and gifts.

H. ALIMONY AND CHILD SUPPORT [24 CFR 5.609]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, COPHA will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided.

COPHA will accept verification that the family is receiving an amount less than the award if:

- COPHA receives verification from the agency responsible for enforcement or collection.
- The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply a certified copy of the court order or the divorce decree.

I. LUMP-SUM RECEIPTS [24 CFR 5.609]

Lump-sum additions to household assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

Attorney Fees: The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

J. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS [24 CFR 5.603(d)]

Contributions to company retirement/pension funds are handled as follows:

- While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.
- After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

K. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE [24 CFR 5.603(d)(3)]

COPHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. COPHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

COPHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$5000.00. If the total value of assets disposed of within a one year period is less than \$5000.00, they will not be considered an asset. All assets will continue to be reported on HUD form 50058 regardless of the amount. This provision eliminates the requirement to obtain verification on assets of less than \$5,000.

L. CHILD CARE EXPENSES [24 CFR 5.603]

Child-care expenses for children age 12 and younger, may be deducted from annual income if they enable an adult to work, or attend school full time, or to actively seek employment.

In the case of a child attending private school, only before and after-hours care can be counted as child care expenses.

Child-care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered unable to care for the child include:

- a. The abuser in a documented child abuse situation, or
- b. A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Allowability of deductions for child care expenses is based on the following guidelines:

Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

In accordance with IRS Publication 503. Child and Dependent Care Credit, the maximum allowance for Child Care is as follows:

- c. One child: \$3,000 or the lesser of actual cost.
- d. Two or more children: \$6,000 or the lesser of actual cost.

Child care for school: The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

COPHA will request a written statement to verify the following:

- e. Name/address/telephone number/social security number from person providing the service.
- f. Name of the child/children cared for
- g. Number of day/hours during which the care is provided. Child care will NOT be allowed if:
 - h. Social Security Number is not provided for the Child Care Provider
 - i. The family has been reimbursed through other resources for childcare expenses.

M. MEDICAL EXPENSES [24 CFR 5.609(a)(2), 5.603]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Nonprescription medicines for qualified families must be doctor-recommended in order to be considered a medical expense. Families must provide items itemized on an expense form for allowable nonprescription medicines.

Acupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses.

The medical expense deduction is permitted only for households in which the head of household or spouse is at least 62, or a person with a disability.

Verifications of all medical expenses shall be submitted to COPHA for approval and signed by the prescribing physician.

N. PRORATION OF ASSISTANCE FOR “MIXED” FAMILIES [24 CFR 5.520]

Applicability

Proration of assistance must be offered to any “mixed” applicant or participant family. A “mixed” family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

Prorated Assistance Calculation

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Calculations for each housing program are performed on the HUD 50058 form.

O. REDUCTION IN BENEFITS

See Chapter 12 (Recertifications) on how to handle income changes resulting from welfare program requirements.

P. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS [24 CFR 982.153, 982.517]

The same Utility Allowance Schedule is used for all tenant-based programs.

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual energy consumption.

COPHA's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the Uniform Physical Condition Standards for Vouchers.

COPHA may not provide any allowance for non-essential utility costs, such as costs of cable or satellite television.

COPHA must classify utilities in the utility allowance schedule according to the following general categories: space heating, air conditioning, cooking, water heating, water, sewer, trash collection; other electric, refrigerator (for family supplied refrigerator), range (cost of family-supplied range); and other specified services.

An allowance for family-paid air conditioning will be provided in those cases where the majority of housing units in the market have central air conditioning or are wired for family installed air conditioners [24 CFR 982.517].

A family-paid air conditioning allowance will be provided throughout our jurisdiction and will be included as "Other Electric".

COPHA will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10 percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised

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utility allowances will be applied in a participant family's rent calculation at their next reexamination.

The approved utility allowance schedule is given to families along with their Voucher. The utility allowance is based on the actual unit size selected.

Where families provide their own range and refrigerator, COPHA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance over a 12 - month period.

Where the calculation on the HUD 50058 results in a utility reimbursement payment due the family [24 CFR 982.514(b)], COPHA will provide a utility reimbursement payment for the family each month. The check will be made out directly to the family.

Utilities must be initiated and billed to the voucher holder or other adult in unit, in order for the family to receive a utility allowance.

Proof of utility service must be presented at initial move in and may be required during the annual recertification period. Family shall have current garbage, water, and PG&E service at all times and must provide current documentation to the COPHA staff when requested.

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CHAPTER 7

VERIFICATION PROCEDURES

[24 CFR Part 5, Subparts B, D, E and F; 982.158; 24 CFR 5.617]

INTRODUCTION

HUD regulations require that factors for eligibility and Total Tenant Payment/Family Share be verified by COPHA. COPHA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third-party verifications are not possible as to why third party verification was impossible to obtain.

Applicants and program participants must provide true and complete information to COPHA whenever information is requested. COPHA's verification requirements are designed to maintain program integrity. This chapter explains COPHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. COPHA will obtain proper releases and authorization from the family before requesting information from independent sources.

A. METHODS OF VERIFICATION AND TIME ALLOWED [24 CFR 982.516]

COPHA will verify information through methods of verification acceptable to HUD in the following order:

- Enterprise Income Verification (EIV)
- Up Front Income Verification (UIV)
- 3rd Party Authentic Documents
- 3rd Party Verification Form
- Oral 3rd Party
- Tenant Declaration/True Statement

See chart on the following page:

Exhibit 7-1

HUD's Verification Hierarchy

Level	Verification Technique	Ranking
6	Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	Highest (Mandatory)
5	Upfront Income Verification (UIV) using non-HUD system	Highest (Optional)
4	Written third Party Verification	High (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute)
3	Written Third Party Verification Form	Medium-Low (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)
2	Oral Third-Party Verification	Low (Mandatory if written third party verification is not available)
1	Tenant Declaration	Low (Use as a last resort when unable to obtain any type of third party verification)

COPHA will allow **10** calendar days for return of third-party verifications. COPHA will document the file as to why alternative verification was used.

For applicants, verifications may not be more than 60 calendar days old at the time of voucher issuance. For participants, verifications may not be more than 120 calendar days old at the time of voucher issuance.

Enterprise Income Verification System (EIV)- HUD System

EIV is HUD's mandatory procedure to obtain wage, employment data, social

security data and unemployment information on all household members receiving Section 8 rental assistance.

All COPHA staff involved with the determination of income, assets and allowances are required to have access to EIV data at all times. EIV documentation must be present in the tenant file for each annual or interim transaction.

Upfront Income Verification (UIV)-Non-HUD System

Upfront Income Verification (UIV) is used to verify information directly from the source. Upfront Income Verifications are obtained through a database, such as, TASS, the work number, etc. from the agency or contract agency who supplies verification of individual's current status. Upfront Income Verifications are obtained mainly by online log-in request via computer or automated systems.

3rd Party Authentic Documents

Third-party authentic documents are forms, letters, computerized printouts, etc. issued from an agency, business, company, school or financial institution. The family may present these authentic documents to the housing authority for use as verification of income, assets or other verification use.

3rd Party Verification Form

For 3rd party verification, the family will be required to sign an authorization for the information source to release the specified information. Verifications are to be returned via 1st class mail, fax or as an alternative, the family may submit the verification to COPHA in a sealed envelope.

If the family provides the 3rd Party verification in a sealed envelope, it must meet the following criteria:

- Agency completes or prints the verification
- Agency places verification in an envelope and seals it
- Agency staff may notate the envelope (flap/seal side) with their initials, signature, and/or company stamp

Oral 3rd Party Verification

Oral third-party verification will be used when all of the above methods of verification are delayed or not possible. When third-party oral verification is used, staff will be required to notate the document with whom they spoke to, the date of the conversation, and the facts provided.

True Statement Document Review

In the event that all other methods of verification are unavailable, COPHA

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will notate & document the file accordingly and utilize statements or documents provided by the family as the primary source if the statements or documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will notate the document with the facts.

COPHA will not delay the processing of an application beyond 30 calendar days because a third-party information provider does not return the verification in a timely manner, as long as another form of acceptable documentation is provided.

Tenant Declaration

When verification cannot be made by third-party verification or review of documents, families may in some cases be required to submit a true statement.

Tenant declaration and true statements mean a statement under penalty of perjury.

COPHA will accept a family's declaration, based on the information provided on the application and reexamination documentation, and on the amount of assets (assets or income received from those assets) that are less than \$5,000.

B. RELEASE OF INFORMATION [24 CFR 5.230]

Adult family members will be required to sign the HUD 9886 Release of Information/Privacy Act form.

In addition, family members will be required to sign specific authorization forms when information is needed, that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by COPHA or HUD.

Prior to COPHA providing the following applicant/participant information to a current landlord, prospective landlord, and/or advocate, a recently signed Authorization form must be received.

- The family's current and prior address (as shown in COPHA records); and
- The name and addresses (if known to the COPHA) of the owner at the

family's current and prior address.

When a family wants to lease a dwelling unit, the COPHA may offer the owner other information in the COPHA's possession about the family, including information about the tenancy history of family members or about drug trafficking by family members.

COPHA shall give the family a statement of the COPHA's policy on providing information to owners. The statement shall be included in the information packet that is given to a family selected to participate in the program. The family shall be required to sign a release of information to participate in the program(s).

COPHA policy requires that the same information shall be provided to all families and to all owners.

Any release of information pursuant to this section shall be based upon the following occurrences:

- A transfer Voucher has been issued to the participant, and;
- A Request for Tenancy Approval has been completed and submitted to the COPHA.

C. COMPUTER MATCHING

Where allowed by HUD and/or other State or local agencies, computer matching will be done.

COPHA will utilize the HUD established computer-based Enterprise Income Verification System (EIV) tool for obtaining Employment history, Social Security benefits and Supplemental Security Income from the Social Security Administration, Unemployment benefit history and tenant income discrepancy reports.

When computer matching results in a discrepancy with information in COPHA records, COPHA will follow up with the family and verification sources to resolve this discrepancy. If the family has unreported or underreported income, COPHA will follow the procedures in the Program Integrity Addendum of the Administrative Plan.

When the family furnishes COPHA with a letter or notice concerning the amount or verification of income, COPHA will verify the accuracy of income information contained in the notice and will, as appropriate, change the amount of total tenant payment, family rent to owner and housing assistance payment, or terminate assistance.

D. ITEMS TO BE VERIFIED [24 CFR 982.516]

- All income not specifically excluded by the regulations, including income going to or on behalf of each household member.
- Full-time student status including High School students who are 18 or over.
- Current assets exceeding \$5,000, including assets disposed of for less than fair market value in preceding two years.
- Child-care expense where it allows an adult family member to be employed, seek employment, or to further his/her education.
- Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an adult family member to be employed.
- Disability for determination of preferences, allowances or deductions.
- U.S. citizenship/eligible immigrant status
- Social Security numbers for all family members.
- "Preference" status
- Marital status when needed for head or spouse definition.

Verification of Reduction in Benefits for Noncompliance:

COPHA will obtain verification from the welfare agency on sanctions where the family's benefits have been reduced for fraud or noncompliance, prior to denying the family's request for a rent reduction.

E. VERIFICATION OF INCOME [24 CFR 982.516]

This section defines the methods COPHA will use to verify various types of income. All income will be verified electronically through the Enterprise Income Verification system or through other Up-Front verification systems when available.

Employment Income

Other acceptable methods of verification include:

- **Two consecutive check stubs** or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings.
- W-2 forms plus income tax return forms.
- Employment verification form completed by the employer and returned directly to COPHA via first class mail, fax, and/or sealed envelope.
- Self-certifications and/or income tax returns signed by the family will be used for verifying self-employment income, or income from tips and other

gratuities. (NOTE: Where there is the potential for substantial income, self-certification may be unacceptable. COPHA will determine acceptable verification).

Verification forms request the employer to specify the:

- Dates of employment
- Amount and frequency of pay
- Date of the last pay increase
- Likelihood of change of employment status and effective date of any known salary increase during the next 12 months
- Estimated income from overtime, tips, bonus pay expected during next 12 months

Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, COPHA will require the most recent federal income tax statements.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include:

- Enterprise Income Verification (EIV)
- Award or benefit notification letters prepared by the providing agency.
- Bank statements which identify deposit by name and amount.

Unemployment Compensation

Acceptable methods of verification include:

- Payment stubs reflecting payment dates and amounts.
- Verification form completed by the unemployment compensation agency.
- EIV data.

Welfare Payments or General Assistance

Acceptable methods of verification include:

- Computer report electronically obtained or COPHA verification form completed by payment provider.

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- Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
- Computer-generated Notice of Action.

Alimony or Child Support Payments

Acceptable methods of verification include:

- Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
- A notarized letter from the person paying the support.
- Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the family must provide one or more of the following:

- Up Front computer-generated verification reflecting most recent 12 months of payment history.
- A copy of the separation or settlement agreement, or divorce decree stating the amount and type of support and payment schedules.
- A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.
- A notarized affidavit from the family indicating the amount(s) received.
- A welfare notice of action showing amounts received by the welfare agency for child support.
- A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business

In order to verify the net income from a business, COPHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

- IRS Form 1040, including:
 - Schedule C (Small Business)
 - Schedule E (Rental Property Income)
 - Schedule F (Farm Income)
 - If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

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- Audited or unaudited financial statement(s) of the business.
- Work or appointment schedules.
- Family's self-certification as to current net income realized from the business to date and from the previous year.

Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

Recurring Gifts

The family must furnish a self-certification which contains the following information:

- The name, address and telephone number of the person who provides the gifts;
- The value of the gifts;
- The regularity (dates) of the gifts;
- The purpose of the gifts.

Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

Families may be required to complete a verification pertaining to the household's monthly expenses for basic living. Expenses are identified as, but not limited to:

- Utilities
- Cable
- Cell Phone, Telephone service
- Internet
- Food
- Clothing
- Transportation, such as gas, toll fare, parking, car payment, etc.
- Credit cards

COPHA may request a credit report to verify all expenses.

Families will be required to provide a True Statement stating zero-income status.

An interim will be conducted every 60 calendar days for redetermination.

Full-time Student Status

Only the first \$480 of the earned income of full time students, other than head, co-head, or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

- Name and address of school
- Full-Time Student Status verified by number of units enrolled
- Financial Aid Award

F. INCOME FROM ASSETS [24 CFR 982.516]

Savings Account Interest Income and Dividends

Acceptable methods of verification include:

- Account statements, passbooks, certificates of deposit, or COPHA verification forms completed by the financial institution.
- Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
- IRS Form 1099 from the financial institution, provided that COPHA must adjust the information to project earnings expected for the next 12 months.

COPHA will utilize other methods such as online banking or document review of account statement, passbooks, certificates of deposit, since third party verification from banking institutions may require fees for copies of account statements and account histories.

Interest Income from Mortgages or Similar Arrangements

Acceptable methods of verification include, in this order:

- A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
- Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

Acceptable methods of verification include, in this order:

- IRS Form 1040 with Schedule E (Rental Income).
- Copies of latest rent receipts, leases, or other documentation of rent amounts.
- Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

G. VERIFICATION OF ASSETS

Family Assets

COPHA will require the information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash), which exceed \$5,000.

Acceptable verification may include any of the following:

- Verification forms, letters, or documents from a financial institution or broker.
- Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.
- Real estate tax statements if the approximate current market value can be deduced from assessment.
- Financial statements for business assets.
- Copies of closing documents showing the selling price and the distribution of the sales proceeds.
- Appraisals of personal property held as an investment.
- Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification

For all certifications and re-certifications, COPHA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition.

Third party verification will be obtained wherever possible in cases where assets exceed \$5,000.00 dollars.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME [24 CFR 982.516]

Child Care Expenses

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, social security number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

In addition, the family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources may be required.

Medical Expenses

Families who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

- Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
- Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:

- A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.
- Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

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- Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.
- Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
- Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. COPHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.
- COPHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Medical expenses may include the following:

- Services of doctors and health care professionals
- Services of health care facilities
- Medical insurance premiums
- Prescription/non-prescription medicines
- Transportation to treatment
- Dental expenses, eyeglasses, hearing aids, batteries for hearing aids
- Live-in or periodic medical assistance
- Monthly payment on accumulated medical bills
- Medical care of a institutionalized family member if his/her income is included in annual income
- Transportation costs:
 - Amounts paid for transportation primarily for and essential to medical care qualify as medical expenses.
 - Included are bus, train, taxi, plane fares, or ambulance services.
- Car expenses:
 - Included are out of pocket expenses for auto, mileage when the car is used for medical reasons based on IRS Publication 502. Not included are depreciation, insurance, general repair or maintenance expenses.
- Mileage:
 - For COPHA to consider medical mileage the following information shall be submitted:
 - Actual mileage to and from medical appointments based on IRS Publication 502 for use of your car for medical reasons.
 - Copy of gas receipts.
 - Verification of doctor's visit.

Assistance to Persons with Disabilities [24 CFR 5.611(c)] In

All Cases:

- Written certification from a doctor that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.
- Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care: Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus: Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from a physician that the auxiliary apparatus is necessary for employment may be requested.

I. VERIFYING NON-FINANCIAL FACTORS [24 CFR 5.617(b)(2)]

Verification of Legal Identity

In order to prevent program abuse, COPHA may require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- Certificate of Birth, naturalization papers
- Church issued baptismal certificate
- Current, valid Driver's license
- U.S. military discharge (DD 214)
- U.S. passport
- Voter's registration
- Company/agency Identification Card
- Department of Motor Vehicles Identification Card
- Hospital records

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth
- Adoption papers
- Custody agreement
- Medical ID
- School records

Verification of Marital Status

Verification of marriage status is a marriage certificate.

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Familial Relationships

Certifications will normally be considered sufficient verification of family

relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

One of the following verifications will be required if applicable:

- Verification of relationship:
 - Official identification showing names
 - Birth Certificates
 - Baptismal certificates
- Verification of guardianship is:
 - Court-ordered assignment or Social Services case assignment

Verification of Permanent Absence of Family Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, COPHA will consider any of the following as verification:

- Husband or wife institutes divorce action.
- Husband or wife institutes legal separation.
- Order of protection/restraining order obtained by one family member against another.
- Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.

- Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.

If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated. If no other proof can be provided, COPHA will accept a self-certification from the head of household or the spouse if the head is the absent member.

Verification of Change in Family Composition

COPHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status [24 CFR 5.508, 5.510, 5.512, 5.514]

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status.

Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance to applicants who have no eligible member(s) will be denied.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are not required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. COPHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, COPHA must request within ten days that the INS conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse. Ineligible family members must have other eligible household members to participate in the program as a “mixed family”.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination.

COPHA will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family.

For family members added after other members have been verified, the verification occurs immediately prior to the approval of the new member moving in.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, COPHA must conduct the determination.

Extensions of Time to Provide Documents

COPHA will not grant an extension for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)

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- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified
- A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

COPHA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.

If COPHA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated, unless the ineligible individual has already been considered in prorating the family's assistance.

Verification of Social Security Numbers [24 CFR 5.216]

Social security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. Verification of social security numbers will be done through a social security card issued by the Social Security Administration. If a family member cannot produce a social security card, only the documents listed below showing his or her social security number may be used for verification:

- A driver's license with the Social Security Number printed
- Identification card issued by a Federal, State or local agency
- Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
- An identification card issued by an employer or trade union
- An identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank Statements
- IRS Form 1099
- Benefit award letters from government agencies
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- Verification of benefits from Social Security Administration
- Verification of social security number from Social Security Administration

New family members ages six and older will be required to produce their social security card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to COPHA.

If an applicant or participant is able to disclose the social security number but cannot meet the documentation requirements, the applicant or participant must

sign a certification to that effect provided by COPHA. The applicant/participant or family member will have an additional 14 calendar days to provide proof of the social security number. If they fail to provide this documentation, the family's assistance may be denied or terminated.

In the case of an individual at least 62 years of age, COPHA may grant an extension for an additional 60 calendar days to a total of 120 calendar days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance may be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a medical doctor.

J. VERIFICATION OF WAITING LIST PREFERENCES [24 CFR 982.207]

Local Preferences

COPHA uses the following local preference system and verifies all preferences:

- Pittsburgh residency
 - Utility bill (P.G. & E., water or garbage) or rental agreement
 - Employment verification
 - School registration verification
- Veteran Status
 - DD-214 or verification of surviving spouse

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CHAPTER 8

VOUCHER ISSUANCE AND BRIEFINGS

[24 CFR 982.301, 982.302]

INTRODUCTION

COPHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When pre-eligibility has been determined, COPHA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, COPHA procedures, and how to lease a unit. The family will also receive a briefing packet, which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

A. ISSUANCE OF VOUCHERS [24 CFR 982.204(d), 982.54(d)(2)]

When funding is available, COPHA will issue vouchers to applicants whose eligibility has been determined. The number of vouchers issued must ensure that COPHA stays as close as possible to 100 percent lease-up or budget authority. COPHA performs a monthly calculation electronically to determine whether applications can be processed.

COPHA may issue vouchers only to the extent necessary to meet leasing goals or budget authority.

B. BRIEFING TYPES AND REQUIRED ATTENDANCE [24 CFR 982.301]

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in individual or group meetings. Families who attend group briefings and still have the need for individual assistance will be given such assistance.

Briefings will be conducted in English and the family may bring a translator.

The purpose of the briefing is to explain how the program works. This will enable families to utilize the program to their advantage, and prepare them to discuss the program with potential owners and property managers.

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COPHA will not issue a voucher to a family unless the household representative or all household adults have attended a briefing and signed the Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend the second scheduled briefing, without prior notification and approval of COPHA, will be denied admission based on failure to supply information needed for certification. COPHA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

Where special circumstances dictate, the need for an individual briefing session will be arranged.

Briefing Packet [24 CFR 982.301(b)]

The documents and information provided in the briefing packet for the voucher program will comply with all HUD requirements.

The family is provided with the following information and materials:

- The term of the voucher, and COPHA's policy for requesting extensions or suspensions of the voucher (referred to as tolling).
- A description of the method used to calculate the housing assistance payment for a family, including how COPHA determines the payment standard for a family; how COPHA determines total tenant payment for a family and information on the payment standard and utility allowance schedule. How COPHA determines the maximum allowable rent for an assisted unit.
- Where the family may lease a unit. For family that qualifies to lease a unit outside COPHA's jurisdiction under portability procedures, the information must include an explanation of how portability works.
- The HUD required tenancy addendum, which must be included in the lease.
- The form the family may use to request approval of tenancy, and a description of the procedure for requesting approval for a tenancy.
- A statement of COPHA's policy on providing information about families to prospective owners.
- COPHA's Subsidy Standards including when and how exceptions are made.
- The HUD brochure on how to select a unit and information on how to select a unit that complies with UPCS-V.
- The HUD pamphlet on lead-based paint entitled Protect Your Family From Lead in Your Home.

Information on Federal, State and local equal opportunity laws and a copy of the housing discrimination complaint form and the phone numbers of the local fair housing agency and the HUD enforcement office.

- A list of landlords or other parties willing to lease to assisted families. The list includes landlords or other parties who are willing to lease units or help families find units outside areas of poverty or minority concentration.
- If the family includes a person with disabilities, notice that COPHA will provide a list of available accessible units known to COPHA.
- The family obligations under the program.
- The grounds on which COPHA may terminate assistance for a participant family because of family action or failure to act.
- COPHA informal hearing procedures including when COPHA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.
- Information-packet including an explanation of how portability works, including a list of neighboring housing agencies with the name, address and telephone number of a portability contact person at each for use by families who move under portability.
- A list of properties or property management organizations that own or operate housing units outside areas of poverty or minority concentration.
- An UPCS-V checklist and sample contract.
- The family's rights as a tenant and a program participant.
- Requirements for reporting changes between annual re-certifications.
- Family certification form stating the rules of the program were explained and understood
- If the family includes a person with disabilities, COPHA will ensure compliance with CFR 8.6 to ensure effective communication.
- COPHA conducts landlord meetings as needed to educate new and established landlords on program rules.

C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

At the briefing, families are encouraged to search for housing in non-impacted areas and COPHA will provide assistance to families who wish to do so.

COPHA will investigate and analyze when voucher holders are experiencing difficulties locating or obtaining housing units outside areas of concentration.

The assistance provided to such families includes:

- Counseling with the family.
- Providing information about services in various non-impacted areas.
- Meeting with neighborhood groups to promote understanding.
- Formal or informal discussions with landlord groups
- Formal or informal discussions with social service agencies
- Meeting with rental referral companies or agencies
- Meeting with fair housing groups or agencies

D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

COPHA will give participants a copy of HUD Form 903 to file a complaint.

E. SECURITY DEPOSIT REQUIREMENTS [24 CFR 982.313]

The owner may collect a security deposit from the tenant. The security deposit may not exceed private market practice or amounts charged to unassisted tenants. Security deposits shall conform to State law.

Additional information on security deposits may be obtained in the California Tenant's Handbook, by visiting the California Department of Consumer Affairs web site at <http://www.dca.ca.gov/legal/landlordbook/index.html>.

F. TERM OF VOUCHER [24 CFR 982.303, 982.54(d) (11)]

Upon completing the verification process, each eligible household will be issued a voucher which represents a contractual agreement between COPHA and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program which occurs when the lease and contract become effective.

Expirations

The voucher is valid for a period of at least **one hundred twenty (120)** calendar days from the date of issuance. The family must submit a Request for Approval of the Tenancy and Lease within the **one hundred twenty-day** period unless an extension has been granted by COPHA.

If the voucher has expired, and has not been extended by COPHA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

Suspensions

COPHA shall grant a suspension: "means stopping the clock on the term of the family's Housing Choice Voucher", after the family submits a Request for Tenancy Approval (RTA), up to the time when COPHA approves or denies the request.

Extensions

COPHA may extend the term of the voucher beyond **120 days** at the written request of the family, and upon approval by COPHA staff.

Extensions are permissible, at the discretion of COPHA, primarily for these reasons:

- Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family's ability to find
- a unit within the initial Voucher term. Verification is required.
- COPHA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of COPHA, throughout the initial Voucher term.
- The family was prevented from finding a unit due to disability accessibility requirements or large size (4 or more) bedroom unit requirement.

Assistance to Voucher Holders

Families who require additional assistance during their search may call COPHA to request assistance. Voucher holders will be notified at their briefing session how to obtain a listing of available units. GoSection8.com is the resource for obtaining rental listings.

COPHA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS [24 CFR 982.315]

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, COPHA staff shall consider the following factors to determine which of the families will continue to be assisted:

- Which family member was the head of household when the voucher was initially issued (listed on the initial application).
 - Whether domestic violence was involved in the breakup.
 - Which family members remain in the unit or whether proper notice was given prior to moving from the assisted unit.
 - Recommendations of social service professionals.
- Which member was granted custody of minor children.

Documentation of these factors will be the responsibility of the requesting parties. If documentation is not provided, COPHA will terminate assistance on the basis of failure to provide information necessary for a certification or recertification.

H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER [24 CFR 982.315]

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To be considered the remaining member of the tenant family, the person must have been previously approved by COPHA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

- The court has to have awarded emancipated minor status to the minor, or
- COPHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child for an indefinite period. Assistance will be provided only as long as the remaining minor child is in the home and the family remains eligible. Upon reaching the age of adulthood, the remaining child may absorb the assistance, if eligible. If there is more than one remaining family member who is a minor, assistance will continue to be provided until all remaining minors reach adulthood and the family remains eligible.

A reduction in family size may require a reduction in the voucher family unit size.

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CHAPTER 9

REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION [24 CFR 982.302]

INTRODUCTION [24 CFR 982.305(a)]

COPHA's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. COPHA's objectives include maximizing HUD funds by providing assistance to as many eligible families up to the maximum Vouchers allocated and/or as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of COPHA, or outside of COPHA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with COPHA. This chapter defines the types of eligible housing, COPHA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests for Tenancy Approval (RTA).

A. REQUEST FOR TENANCY APPROVAL [24 CFR 982.302, 982.305(b)]

The Request for Tenancy Approval (request for inspection) must be submitted by the family during the term of the voucher in a manner required by COPHA.

COPHA will not permit the family to submit more than one request for an inspection at a time.

COPHA will review the proposed lease and the Request for Tenancy Approval (request for inspection) documents to determine whether or not they are approvable. The request will be approved if:

- The unit is an eligible type of housing
- The unit meets HUD's Uniform Physical Condition Standards for Vouchers (and any additional criteria as identified in this Administrative Plan)
- The rent is reasonable
- The security deposit is approvable in accordance with any limitations in this plan.
- The proposed lease complies with HUD and COPHA requirements (See "Lease Review" section below).
- The owner is approvable, and there are no conflicts of interest (See "Owner Disapproval" section below).

If the gross rent for the unit exceeds the applicable payment standard for the family, at the time a family initially receives assistance in a unit (new admission

and moves), and the family share of rent plus utilities exceed 40 percent of the family monthly adjusted income, the rent requested will not be approved. (See "Owner Rents, Rent Reasonableness and Payment Standards" chapter of this Administrative Plan).

Disapproval of RTA (Request for Inspection)

If COPHA determines that the request cannot be approved for any reason, the family and the landlord will be notified in writing. COPHA will instruct the family and landlord of the steps that are necessary to approve the request.

The family and landlord will be given until the expiration of the family's voucher to submit an approvable RTA (request for inspection).

When, for any reason, an RTA (request for inspection) is not approved, the family can continue to search for eligible housing until the voucher expiration.

B. ELIGIBLE TYPES OF HOUSING [24 CFR 982.353]

COPHA will approve any of the following types of housing in the voucher program:

- All structure types normally used as a personal residence can be utilized.
- Manufactured homes where the tenant leases the mobile home and the pad.
- A family can own a rental unit but cannot reside in it while being assisted.
- COPHA will not permit duplicative rental subsidies.

C. LEASE REVIEW [24 CFR 982.308]

COPHA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and state and local law. The tenant also must have legal capacity to enter a lease under state and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the on the Request for Tenancy Approval.

The family and owner must submit a standard form of lease used in the locality by the owner and that is generally used for other unassisted tenants in the premises. The terms and conditions of the lease must be consistent with state and local law.

The lease must contain all provisions of the Tenancy Addendum and specify:

The names of the owner and tenant;

- The address of the unit rented (including apartment number, if any);
- The amount of the monthly rent to owner;
- The utilities and appliances to be supplied by the owner; and by the family

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- The amount of the security deposit;
- The effective date of the lease (must be the same effective date as the HAP Contract and the term of lease cannot exceed one year), and
- Amount of notice tenant must give or required to terminate the lease in accordance with state law.

The HAP contract will be effective the latter of, the date the unit passes the initial inspection, or the date the family is eligible to take occupancy. If the inspected unit does not pass the initial inspection, the HAP contract will not be effective until the date the unit passes inspection.

House Rules of the owner may be attached to the lease as an addendum, provided they are approved by COPHA to ensure they do not violate any fair housing provisions and do not conflict with the tenancy addendum. The HUD prescribed tenancy addendum must be included in the lease word-for-word before the lease is executed and will include the following provisions.

Drug-related criminal activity in, on or near the premises by any tenant, household member, or guest may be grounds for the owner to terminate the tenancy and such activity by any other person under the tenant's control, on the premises also may be grounds for terminating the tenancy; and

The owner may evict if a household member is illegally using a drug or if an established pattern of illegal use interferes with the health, safety, or right of peaceful enjoyment of premises by others; and

The owner may terminate assistance if a tenant is fleeing to avoid prosecution, or custody or confinement after conviction for a crime that is a felony under the laws of the place the individual is fleeing; and

The owner may terminate the tenancy if a tenant is violating a condition of probation or parole imposed under Federal or State law; and

The owner may terminate the tenancy for any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; the health, safety or right to peaceful enjoyment of those residing in the immediate vicinity of the premises; or any violent criminal activity on or near the premises by the tenant, guest or by any other person under the tenant's control on the premises.

The owner's lease must include the Lead Warning Statement and disclosure information required by 24 CFR 35.92(b).

Actions Before Lease Term

COPHA shall provide information to owners who have been approached by Housing Choice Voucher holders. This shall include information about the lease approval procedures, housing quality inspection, contract provisions, and

payment procedures. Upon request, the prospective owner will be provided the name and address of the participant's current and previous landlord, if known.

Copies of relevant forms will be provided to owners and can be accessed online at www.ci.pittsburg.ca.us

Housing Choice Voucher holders shall submit to COPHA a "Request for Tenancy Approval" when a unit has been located. The "Request for Tenancy Approval" shall be signed by the owner (indicating the owner's willingness to lease the unit) and by the Housing Choice Voucher holder. The Housing Authority shall inspect the unit and determine whether the unit satisfies Uniform Physical Condition Standards for Vouchers within fifteen (15) days after the family and owner submit a Request for Tenancy Approval. The fifteen (15) day clock is only suspended during any period when the unit is not available for inspection. Owners will be required to supply a valid California ID/Driver's License, Social Security card or Tax Identification and a copy of proof of ownership and any Owner's management agreements in effect.

The owner and tenant shall enter into a lease for the unit with a copy to the Housing Authority. The Lease must contain all provisions of the Tenancy Addendum.

The owner and tenant must submit to COPHA copies of any agreements relating to additional payments made for the rental of furniture, appliances or other items not specified on the lease or contract.

If at any time there is a change in utility payment requirements by owner or tenant, a new contract/lease shall be required. Adding an adult family member requires approval in writing from both the owner and HA. Adult family members do not include live in aides. All other changes shall also be submitted in writing to COPHA.

COPHA will conduct an inspection to determine that the unit meets Uniform Physical Condition Standards for Vouchers (UPCS-V). If the inspection discloses defects or deficiencies to be corrected in order for the unit to meet Uniform Physical Condition Standards for Vouchers, the owner shall be advised by COPHA of the work required. A reinspection and determination that the unit meets Uniform Physical Condition Standards for Vouchers shall take place prior to the Lease and Contract execution.

If the rent is appropriate and the proposed lease agreement complies with all requirements, COPHA shall approve the lease agreement between the owner and Housing Choice Voucher holder. COPHA shall also execute a Housing Assistance Payments (HAP) Contract with the owner within 60 days.

Once the initial inspection clears, security deposit is paid, the tenant takes possession of a unit by receiving the keys; COPHA will mail a completed Lease

& Contract package to the Owner. The signed Lease & Contract shall be returned to COPHA within sixty (60) days from the effective date listed on the Lease & Contract. If the Lease & Contract is not returned to COPHA within the specified time it shall become null and void.

All of the following must always be completed before the beginning of the initial term of the lease for a unit:

- COPHA has inspected the unit and has determined that the unit satisfies the UPCS-V;
- COPHA has determined that the rent charged by the owner is reasonable;
- The landlord and the tenant have executed the lease, including the HUD-prescribed tenancy addendum;
- COPHA has approved leasing of the unit in accordance with program requirements;
- When the gross rent exceeds the applicable payment standard for the family, COPHA must determine that the family share (total family contribution) will not be more than 40% of the family's monthly adjusted income.

D. SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by COPHA.

Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item(s).

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease and reviewed by COPHA. If agreements are entered into at a later date, they must be approved by COPHA and attached to the lease.

E. INITIAL INSPECTIONS [24 CFR 982.305(a) & (b)]

See "Uniform Physical Condition Standards for Vouchers and Inspections" chapter of this Administrative Plan.

F. RENT LIMITATIONS [24 CFR 982.507]

COPHA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

By accepting each monthly housing assistance payment from COPHA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner is required to provide COPHA with information requested on rents charged by the owner on the premises or elsewhere.

At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent as determined by COPHA.

G. DISAPPROVAL OF PROPOSED RENT [24 CFR 982.502]

If the owner proposed gross rent is not reasonable COPHA will negotiate with the owner to reduce the rent to a reasonable rent. If the rent is not affordable because the family share would be more than 40% of the family's monthly adjusted income COPHA will attempt to negotiate with the owner to reduce the rent to an affordable rent for the family.

If the rent can be approved after negotiations with the owner, COPHA will continue processing the Request for Tenancy Approval and lease. If the revised rent involves a change in the provision of utilities, a new Request for Tenancy Approval must be submitted by the tenant.

If the owner does not accept the offered rent after COPHA attempted to negotiate a revised rent, COPHA will inform the family that leasing of the unit cannot be approved and a notice of disapproval will be mailed to the family and landlord within 5 working days.

H. INFORMATION TO OWNERS [24 CFR 982.307(b), 982.54(d)(7)]

In accordance with HUD requirements, COPHA will furnish prospective owners with the family's current address as shown in the COPHA's records and, if known to COPHA, the name and address of the landlord at the family's current and prior address.

COPHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

COPHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

A statement of COPHA's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

COPHA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

I. OWNER DISAPPROVAL [24CFR 982.306]

See chapter 16 on "Owner Disapproval and Restriction."

J. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors that will affect the total family share prior to the effective date of the HAP contract at admission, the information will be verified and the total family share will be recalculated. If the family does not report any change, COPHA need not obtain new verifications before signing the HAP contract, even if verifications are more than 60 calendar days old.

K. CONTRACT EXECUTION PROCESS [24 CFR 982.305(c)]

COPHA prepares the Housing Assistance Contract and lease for execution. The family and the owner will execute the lease agreement, and the owner and COPHA will execute the HAP contract. Copies of the documents will be furnished to the parties who signed the respective documents. COPHA will retain the original of all signed documents.

COPHA makes every effort to execute the HAP contract before the commencement of the lease term. The HAP contract may not be executed more than 60 calendar days after commencement of the lease term and no payments will be made until the contract is executed.

Unless their lease was effective prior to **June 17, 1998**, ***a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member.*** COPHA will waive this restriction as a

reasonable accommodation for a family member who is a person with a disability upon receiving acceptable documentation of the following: verification of the disability, if not already on file, and a statement explaining how renting from the relative is necessary to assist the disabled family member.

A landlord may opt for a six (6) month lease initially. At the end of the six (6) months, the landlord may request a rent increase. When a rent increase is requested after the term, the payment standard in use will remain the same i.e., the increase in payment standard will not be utilized until the annual recertification.

The lease/contract executed by the landlord and tenant shall be accompanied by the HUD prescribed lease addendum. The lease must comply with State and local law and may be declined by the HA if it does not. The lease must contain the following information:

- Names of all authorized individuals in the unit approved by the HA
- Owner name
- Unit address
- Term of the lease
- Amount of the contract rent to owner.
- Specification of which utilities are paid by landlord or tenant and if the landlord or tenant supplies appliances, namely the stove and refrigerator.
- Tenancy requirements as outlined in the contract required by HUD that sets forth tenancy requirement in accordance with the Code of Federal Regulations.

A new lease/contract will be necessary if there are changes in the following:

- Lease requirements governing tenant or owner utility or appliance responsibility.
- Lease provisions governing the term of the lease.
- Family moves to another unit.

Written rent increase requests must be submitted to the tenant with a copy to COPHA at least sixty (60) days before any such change can go into effect. Rent increase requests are subject to rent reasonableness requirements.

L. CHANGE IN OWNERSHIP

See "Owner Disapproval and Restriction" Chapter 16.

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CHAPTER 10

UNIFORM PHYSICAL CONDITION STANDARDS FOR VOUCHERS AND INSPECTIONS [24 CFR 982.401]

INTRODUCTION

Uniform Physical Condition Standards for Vouchers (UPCS-V) are the HUD minimum quality standards for tenant-based programs. UPCS-V standards are required both at initial occupancy and during the term of the lease. UPCS-V standards apply to the building and premises, as well as the unit. Newly leased units must pass the UPCS-V inspection before the beginning date of the assisted lease and HAP contract.

COPHA will inspect each unit under contract at least biennially. COPHA will also have assigned staff perform quality control inspections on the number of files required for file sampling by SEMAP annually to maintain COPHA's required standards and to assure consistency in COPHA's program. This chapter describes COPHA's procedures for performing UPCS-V and other types of inspections, and COPHA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with UPCS-V requirements for both families and owners. The use of the term "UPCS-V" in this Administrative Plan refers to the combination of both HUD and COPHA requirements. (See additions to UPCS-V).

A. GUIDELINES/TYPES OF INSPECTIONS [24 CFR 982.401(a), 982.405]

The HOH or the HOH's spouse/co-head, or other adult, must be present for each scheduled inspection. An inspection will not be conducted if either the HOH or the HOH's spouse/co-head or other adult with DMV ID and permission from the Head of Household for the Inspector to enter, are not in attendance.

All units must meet the minimum UPCS-V. Efforts will be made at all times to encourage owners to provide housing above UPCS-V minimum standards.

All utilities, including the stove and refrigerator, must be in service within the unit at the time of the inspection and prior to the effective date of the HAP contract. If the utilities are not in service and/or appliances are not present at the time of inspection, the inspector will notify the tenant and owner, to have the utilities and appliances present within a specified time-frame.

There are **four types** of inspections COPHA will perform:

- **Initial/Move-in:** Conducted upon receipt of Request for Tenancy Approval (request for inspection).

- **Biennial:** Must be conducted within twelve months or **24 months** of the last annual inspection.
- **Special/Complaint:** At request of owner/family (Only after written notice regarding deficiencies with copy to COPHA and not having reached resolution), COPHA or a third-party with a valid complaint as determined by COPHA.
- **Quality Control**

COPHA also recognizes the City of Pittsburgh has a municipal code. The Municipal Code shall be observed provided it does not limit the amount of available housing within the COPHA's jurisdiction. No unit shall be subsidized until it meets or exceeds UPCS-V.

B. INITIAL UPCS-V INSPECTION [24 CFR 982.401(a), 982.305(b)(2)]

Timely Initial UPCS-V Inspection

COPHA will inspect the unit, determine whether the unit satisfies the UPCS-V and notify the family and owner of the determination within 15 working days of the family's request for an inspection, unless COPHA determines that it is unable to do so in the stated timeframe, in which case the file will be appropriately documented.

COPHA will make every reasonable effort to conduct initial UPCS-V inspections for the family and owner in a manner that is time efficient and indicative of good customer service.

If COPHA determines after a review of files that the average time for a family and owner to obtain an initial inspection is longer than 15 working days, COPHA will review staffing needs relevant to UPCS-V inspection.

The Initial Inspection will be conducted to:

- Determine if the unit and property meet the UPCS-V defined in this Plan.
- Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.
- Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Uniform Physical Condition Standards for Vouchers inspection, the owner will be advised to notify COPHA once repairs are completed.

At the initial inspection, 15 calendar days to correct the items noted.

If the time period given to correct the repairs has lapsed, COPHA will notify family and landlord of disapproval within 5 working days. A request in the form of writing for a new RTA can be submitted at the time.

C. BIENNIAL UPCS-V INSPECTIONS [24 CFR 982.405(a)]

COPHA conducts an inspection in accordance with Uniform Physical Condition Standards for Vouchers biennially. Units are designated for Biennial inspections at the discretion of management. Special inspections may be scheduled between anniversary dates.

UPCS-V deficiencies which cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible.

The family must allow COPHA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.551(d)]

Inspection: The family and owner are notified of the date and time (8 a.m. – 4 p.m.) of the inspection appointment by mail. A.M. or P.M. appointments are available upon tenant request, to those with verifiable medical appointments or work/school conflicts prior to the inspection day.

If the family (HOH or HOH's spouse) is unable to be present, the appointment will be rescheduled once, unless an appointed representative (18 years and older) with DMV ID and permission from the Head of Household for the Inspector to enter.

If the family misses two or more scheduled inspection appointments, COPHA will consider the family to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in the Plan. A reasonable accommodation will be made, upon request, for a family member with a disability.

Reinspection: The family and owner are provided a notice of the inspection appointment by mail. The head of household or the spouse of the head of household must be present for the reinspection, unless an appointed representative (18 years and older) with DMV ID and permission from HOH for the Inspector to enter.

Time Standards for Repairs

Emergency items which endanger the family's health or safety must be corrected by the responsible party within 24 hours of notification. (See Emergency Repair Items section.)

For non-emergency items, repairs must be made within 30 calendar days.

For major repairs, COPHA may approve an extension beyond 30 calendar days.

Rent Increases

Rent to owner increases may not be approved if the unit is in a failed condition.

For rent increase procedures, refer to Chapter 11 – “Owner Payment in the Housing Choice Voucher Program”.

D. MOVE OUT/VACATE

COPHA does not conduct move-out inspections.

E. SPECIAL/COMPLAINT INSPECTIONS [24 CFR 982.405(c)]

If at any time the family or owner notifies COPHA that the unit does not meet Uniform Physical Condition Standards for Vouchers, COPHA will conduct an inspection. A complaint inspection will be conducted only after parties have provided a written notice regarding deficiencies with a copy to COPHA and have not reached a resolution.

COPHA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

COPHA will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail UPCS-V, the responsible party will be required to make the necessary repairs.

If the biennial inspection date is within 120 calendar days of a special inspection, and as long as all items are inspected that are included in a biennial inspection, the special inspection will be categorized as biennial and all biennial procedures will be followed.

F. QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b)]

Quality Control inspections will be performed by a designated staff person on the number of files required by SEMAP. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the UPCS-V.

The sampling of files will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods, and a cross-section of inspectors.

G. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO UPCS-V [24 CFR 982.401 (a)]

COPHA adheres to the acceptability criteria in the program regulations and local codes.

Local Codes [24 CFR 982.401(a)(4)]

Additions:

Walls:

In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.

Windows:

All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced.

Windows must be weather-stripped as needed to ensure a watertight seal.

Window screens must be in good condition. (Applies only if screens are present)

Any room for sleeping must have an openable window.

Doors:

All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.

All interior doors must have no holes, have all trim intact, and be openable without the use of a key.

Floors:

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be re-secured and made level. If they cannot be leveled, they must be replaced.

All floors must be in a finished state (no plywood).

Sinks:

All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.

All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.

Security:

If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The quick release system must not require assistance of tools or a key. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Smoke detectors and Carbon Monoxide Detectors:

Owners are responsible for installation of smoke detectors and carbon monoxide detectors and for providing batteries for battery powered units, at initial lease-up. Tenants will be responsible for replacing old batteries at other times. Tenants will be instructed not to tamper with smoke detectors/carbon monoxide detectors or remove batteries.

COPHA will issue a written violation to any family determined to have purposely disconnected the unit's smoke detector or carbon monoxide detector, such as removal of batteries. The violation will state that deliberate disconnection of the unit's smoke detector is a health and fire hazard and is considered a violation of the UPCS-V.

Every bedroom and floor level, including attics and basements and each hallway before the bedrooms of the dwelling, must have an operable smoke detector. For hearing impaired members, an audible smoke detector is in his/her bedroom. Carbon Monoxide detectors must be installed on each level of the home, in compliance with SB 183.

Bedrooms:

Bedrooms in basements or attics must meet the definition of a bedroom and must have adequate ventilation and emergency exit capability.

Modifications:

Modifications or adaptations to a unit due to a disability must meet all applicable UPCS-V and building codes.

Extension for repair items not required by UPCS-V will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. COPHA will allow execution of the HAP contract if unit meets all requirements and the modifications do not affect the livability of the unit.

Adequate Living Space

There shall be at least one habitable room of at least one hundred twenty square feet (120 sq. ft.) floor space or larger which is not one of the required bedrooms to meet the voucher size. This room shall generally be considered the living room.

All habitable rooms, except kitchen, shall have a minimum of seventy square feet (70 sq. ft.) of floor space with no dimension of less than seven feet (7 ft.).

All habitable rooms shall have a minimum ceiling height of seven feet six inches (7 ft. 6 in.). Bathrooms, Kitchens, and Hallways may have a ceiling height of seven feet (7 ft.).

All rooms shall be used as originally intended to be used when originally constructed.

Electricity

There shall be at least two working outlets (duplex type) in each room or one working outlet and one permanently installed ceiling or wall mounted light fixture with proper fixture covers. All outlets and lights subject to water splash shall be of weatherproof type; unless otherwise required to be GFCI protected.

All electrical equipment shall function properly in order to avoid potential electrical hazards to the occupants.

Electrical Hazards

Units shall be free from all electrical hazards. Examples of electrical hazards are: Missing or broken cover plates, ungrounded receptacles in areas of water splash, exposed fuse boxes, openings in electrical panel protective covers, improper or permanent use of extension cords, exposed wiring or electrical equipment, missing or broken light fixture covers, inadequate or outdated electrical service resulting in constantly "blown" fuses or tripped "breakers", any electrical item that has been altered in violation of the electrical code of the day, or altered from original condition .

Security

All exterior doors and windows must have substantial locks that function properly. The landlord shall install and maintain a thumb turned deadbolt on each main swinging hinge type door providing access to the unit interior. The deadbolt shall be installed to comply with but not limited to those provisions relating to fire and life safety and accessibility laws. When in the locked position, the bolt shall extend a minimum of 3/16 of an inch in length beyond the strike edge of the door and protrude into the door jam. Interior and garage doors, which commonly have privacy locks, shall be so equipped. No lock of any type on required egress door, or doors located in a required egress path shall require the use of a key, tool, or special knowledge to operate.

Ceilings and Walls

Shall be sound and free of defects.

Shall be properly maintained and in serviceable condition.

Shall be draft-tight with no missing sections.

Specific Requirements-Interior

Kitchen shall contain the following:

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- Stove and oven of appropriate size with all burners, elements, racks, pilot lights, drip pans, doors, and indicator lights present and properly working.
- Refrigerator of appropriate size able to maintain a temperature low enough to prevent food from spoiling. All handles, racks, covers shall be present and in good condition. Refrigerator shall be sanitary and have capacity to freeze foods.
- Microwave oven may be substituted for tenant supplied oven and stove or range. Microwave oven may be substituted for owner supplied oven and stove or range only if tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants.
- Kitchen sink with adequate hot and cold running water. Sinks and all related plumbing including disposal and dishwashers shall be free of leaks of all types. All plumbing items shall be in sanitary, serviceable condition.
- Adequate space for sanitary storage and preparation of food.
- Cabinets, counters, and vent systems shall be in good condition with applicable hardware and accessories in place.

Bathroom shall contain the following:

- Toilet for exclusive use of the family. All toilets shall be free of all leaks, defects, and function in a manner that conserves water. All toilets shall be sanitary and in serviceable condition.
- Sink - see Kitchen Sink.
- Bathtub or shower with adequate hot and cold running water. Tubs and showers shall be free of leaks of all types. Enclosures and tubs shall be sanitary and in serviceable condition. Enclosures shall be waterproof to a height of seventy inches (70 in.) above the drain to prevent water damage to enclosure walls.
- Ventilation by means of a window that opens or mechanical ventilating system.
- One towel bar.
- One paper holder.
- All plumbing fixtures shall be sealed (caulked) at their connection to support.

Bedrooms

Shall contain a clothes closet of adequate size equipped with a shelf and clothes pole.

Windows of appropriate size to afford emergency escape.

Other rooms, garages, carports, accessory buildings

All required firewalls shall be intact and free from defects. Homes built prior to this requirement shall have proper firewall materials applied to the garage side of common walls.

All rooms shall have adequate security.

All rooms shall be for the exclusive use of the tenant.

All doors, overhead doors, door openers (if present) shall be properly installed and function properly and directly connected to a dedicated receptacle without the use of extension cords.

No storage of any items of the type or in quantities that could threaten the health and safety of the occupants. Examples of this include items such as old appliances that could trap small children inside, excessive auto parts being normal maintenance or repair parts, etc.

Fireplaces

Shall be free of defects such as missing mortar.

Shall be equipped with a proper screen or glass doors, to arrest sparks.

General Requirements – Exterior

All exterior surfaces shall be free of defects which could lead to structural collapse, water or vermin entry into the unit or underfloor area, drafty conditions, or endanger the health or safety of the occupants. This includes but is not limited to the foundation, walls, roof, gutters, downspouts, awnings, doors, windows, chimneys, detached buildings and fences, retaining walls, etc.

Exterior stairs and decks shall be free of defects, properly installed, and in serviceable condition. All stairs and decks with four (4) risers or thirty inches (30") and over in height shall have approved properly installed handrails and/or guardrails providing a suitable gripping surface.

Sidewalls, driveways and all walking surfaces shall be free of all tripping and falling hazards.

All driveways, carports, garages, accessory buildings, and all yards shall be for the exclusive use of the tenant.

All exterior surfaces shall be weatherproof so as not to allow water to enter the walls causing mildew and mold inside the unit.

All fences, retaining walls, overhangs, etc. shall be in good condition and not leaning.

Each unit shall have adequate parking facilities per city municipal code.

Gutters and downspouts are not required during the initial inspection; however, if the unit has gutters and downspouts, they must be clean and in good condition.

All yard landscaping shall not pose a threat to the health and safety of the occupants.

Heating and Plumbing Requirements

Heating Systems

Heaters shall be properly installed and maintained.

Heaters shall be capable of maintaining a temperature of seventy degrees Fahrenheit (70 F.) at a location of three feet (3 ft.) above the floor in all habitable rooms.

Unvented fuel burning heaters are prohibited.

No combustible materials shall be stored adjacent to heaters or vents.

Ventilation

Required cooling and ventilating equipment shall be installed, function, and maintained properly.

All rooms shall have adequate ventilation as required.

Water Heater

Water heaters shall be properly installed and maintained.

Water heaters shall have properly installed pressure temperature relief and waste line, including seismic bracing.

No combustible materials shall be stored adjacent to water heaters or vents.

Plumbing

All plumbing systems shall be properly connected to the local water supply, properly installed, free of all leaks and problem rust and corrosion.

Sewer Connection

Every unit shall be properly connected to the approved public disposal system.

All sewer lines shall be free of leaks and stoppages.

All plumbing cleanout covers shall be in place.

General Health and Safety

Entrance and Exit

Every unit shall have an unobstructed, direct means of entrance and exit.

Swimming Pools

All pool barriers must be in place per the City Municipal Code.

All pools shall be maintained in a serviceable condition.

Note: Any body of water meeting the City Municipal Code definition of a pool shall be considered a pool.

Infestation

Every unit shall be free from all pests and vermin.

Owners shall be responsible for all pest control.

Garbage and Debris

Every unit and yard areas shall be free of garbage/debris.

Every unit shall have at least one proper refuse container of appropriate size with a tight-fitting lid.

Refuse Disposal

Every unit shall have contracted garbage service.

Interior Stairs and Halls

All interior stairs commonly used shall have handrails when required by number of risers or elevation.

All interior stairs and halls shall have adequate illumination.

Interior Hazards

There shall be no interior hazards; examples include nails protruding from walls and loose door hinges.

Interior Air Quality

Interior air shall promote a healthy living environment.

Site and Neighborhood

The surrounding areas shall not impose a danger to the occupants.

Keeping livestock, fowl or bees

No person may keep more than three dogs of six months in age nor more than five cats of six months in age or older for noncommercial purposes for more than thirty days without a multiple pet license; except where allowed under Title 18 of the municipal code.

No animals are allowed in or around unit without the expressed written permission of the landlord.

General Guidelines for Repairs

Owners Responsibilities

Property owners shall be responsible to complete required unit repairs within the prescribed time frame. Biennial inspections generally have a thirty (30) day completion deadline for repairs. Emergency items have a twenty-four (24) hour time frame for completion.

Property owners shall call for reinspection when all required repairs are completed.

City building permits shall be obtained as required.

No open building permits or code complaints shall exist at the time of the move in inspection.

No code complaints shall be allowed to continue uncorrected at subsidized properties.

All repairs shall be completed in a professional manner and meet general standards of work practice.

Extensions of time to complete repairs may be granted. All requests shall be submitted in writing prior to the prescribed time frame for completions.

Extensions shall not be granted for any emergency items.

Tenant Responsibilities

Tenants shall obtain written permission from the owner prior to making any alterations, additions, or repairs to the property. Tenants shall repair items indicated as tenant responsibility on inspection findings. City permits are required as applicable.

Tenant shall maintain the dwelling and premises in a clean and sanitary condition. This includes regular carpet cleaning, cleaning of windows, appliances, yards, etc.

Tenant shall inform owners, by phone and in writing with a copy to COPHA, immediately of needed repairs to the property. The tenant shall cooperate with the owner and COPHA regarding inspections. The family must allow COPHA to inspect the unit at reasonable times and after reasonable notice. The tenant shall allow the inspector full unobstructed access to the unit during inspections, and allow the owner to perform repairs.

Emergencies relating to property issues are the responsibility of the tenant and owner. COPHA will act promptly and take vigorous actions to enforce the owner's and tenant's obligations.

References/Codes

The following material shall be used for inspection criteria and references to perform COPHA unit inspections.

Codes

- Code of Federal Regulations
- Department of Housing and Urban Development - Housing Inspection Manual
- City of Pittsburg Municipal Code

References

- Uniform Housing Code
- Uniform Building Code*
- Uniform Plumbing Code*
- Uniform Mechanical Code*
- National Electrical Code*
- California Health and Safety Codes
- Uniform Federal Accessibility Standards
- Carbon Monoxide Poisoning Prevention Act (Senate Bill – SB 183)

*As adopted by the City of Pittsburg. Exceptions for extensions will be made by the Housing staff and Building Inspector.

H. EMERGENCY REPAIR ITEMS [24 CFR 982.404(a)]

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice.

- **Lack of security for the unit**
- **Waterlogged ceiling in imminent danger of falling**
- **Major plumbing leaks or flooding**

- **Natural gas leak or fumes**
- **Electrical problem which could result in shock or fire**
- **No heat when outside temperature is below 50 degrees Fahrenheit.**
- **Utilities not in service**
- **No running hot water**
- **Broken glass where someone could be injured**
- **Obstacle(s), debris, etc., which prevents tenant's safe entrance or exit to and/or from property/unit**
- **Lack of one functioning toilet**
- **Inoperable smoke detector**
- **Inoperable carbon monoxide detector**

If the emergency repair item(s) are not corrected in the time period required by COPHA, and the owner is responsible, the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by COPHA, and it is an UPCS-V breach which is a family obligation, COPHA will terminate the assistance to the family.

Forty-eight **(48)** hours will be allowed to reinstate any utilities (including water and garbage) if utilities are found to be disconnected at inspection. Failure to reinstate utilities by the owner will be cause for contract termination. Where the family has the responsibility and fails to reinstate utilities they will be terminated from the program. If the COPHA determines that utilities are not in service at any time, the COPHA will take appropriate action against the responsible party.

Smoke Detectors

Smoke Detectors must be installed in accordance with the requirements of **California Residential Building Code (R314)**.

A. Smoke alarms are to be installed in the following locations:

1. In each sleeping room.
2. Outside each separate sleeping area in the immediate vicinity of the bedrooms. One alarm in the hallway outside each cluster of bedrooms is acceptable.
3. On each additional story of the dwelling, including basements and habitable attics but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

B. Effective **July 1, 2015**, all battery-operated smoke alarms **MUST** contain a non-removable battery that is rated to last 10 years. Owners should indicate the install date on the smoke alarm unit. If no date has been entered on the

smoke alarm unit, then the date of manufacture indicated on the smoke alarm unit shall be used to determine if the unit is compliant.

Landlords cannot make the tenant responsible for testing or maintaining the smoke alarm. It is the tenant's responsibility to notify the owner if a smoke alarm or Carbon Monoxide Detector is deficient or inoperable.

COPHA will issue a written warning to any family determined to have purposely disconnected the unit's smoke detector, such as removal of batteries. The warning will state that deliberate disconnection of the unit's smoke detector is a health and fire hazard and is considered a violation of the UPCS-V.

I. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS) [24 CFR 982.405, 982.453]

In the event that the family wishes to stay in the unit after foreclosure, the Housing Authority will take all reasonable steps to allow the family to remain.

The owner shall maintain the unit in accordance with UPCS-V.

If the owner fails to maintain the dwelling unit in accordance with UPCS-V COPHA must take prompt and vigorous action to enforce the owner obligations.

COPHA remedies for such breach of the UPCS-V include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

COPHA will not make any assistance payments for a dwelling unit that fails to meet the UPCS-V, unless the owner corrects the defect within thirty (30) days of the inspection and COPHA has verified the correction. If COPHA does not verify the correction, a termination notice will be issued at the 60 day. If a defect is life threatening, the owner must correct the defect within no more than twenty-four (24) hours.

The owner is not responsible for a breach of the UPCS-V that is not caused by the owner, and for which the family is responsible.

*** It is the owner's obligation to call COPHA for a reinspection.**

J. DETERMINATION OF RESPONSIBILITY [24 CFR 982.404, 982.54(d)(14)]

Certain UPCS-V deficiencies are considered the responsibility of the family:

- Tenant-paid utilities not in service
- Failure to provide or maintain family-supplied appliances
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear

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"Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

The owner is responsible for all other UPCS-V violations.

The owner is always responsible for vermin infestation in multi-family units, (apartments, duplexes, etc.), and vermin infestation in single-family units. However, if such infestation is serious and repeated and caused by the family's living habits, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. COPHA may terminate the family's assistance on that basis.

The inspector will make a determination of owner or family responsibility during the inspection.

K. CONSEQUENCES IF FAMILY IS RESPONSIBLE [24 CFR 982.404(b)]

If emergency or non-emergency violations of UPCS-V are determined to be the responsibility of the family, COPHA will require the family make any emergency repair(s) or corrections within 24 hours. If there are non-emergency repair(s) or correction(s), the family must make the repairs or corrections within 30 calendar days. If repairs or corrections are not made in this time period, COPHA will terminate assistance to the family, after providing an opportunity for an informal hearing.

Termination After Abatement

The owner and tenant must maintain the dwelling unit in accordance with UPCS-V. COPHA must take prompt and vigorous action to enforce owner/tenant obligations. COPHA will not make any housing assistance payments for a dwelling unit that fails to meet the UPCS-V standards unless the defect is corrected within thirty (30) days and COPHA verifies the correction. Such breach to correct the UPCS-V within sixty (60) days will be remedied by abatement of the housing assistance payments. In the case of the tenant, COPHA will terminate assistance for the family in accordance with the Code of Federal Regulations.

Requests for reinspection shall be accepted from owner only.

L. LEAD BASED PAINT

The purpose of the Lead-Based Paint Elimination process is to establish policies and procedures to ensure that owner/agents eliminate lead-based paint hazards in housing occupied by families receiving Section 8 rental assistance.

The Housing Authority conducts a visual inspection for deteriorated paint surfaces on all pre-1978 units that are occupied by families with children under six years of age or where a child under six is expected to reside, but also of the

exterior surfaces associated with such units and common areas such as hallways, access and egress areas, playgrounds, childcare facilities, and other areas including fences and garages frequented by children under age six. The visual inspection will take place both during the initial and biennial inspections.

Units Exempt from Lead-Based Paint Elimination Requirements

According to HUD's Housing Choice Voucher Guidebook, the following units are exempt from the lead-based paint elimination requirements:

- Units built after December 31, 1977;
- Zero (0) bedroom and SRO units;
- Housing built for the elderly or persons with disabilities, unless a child of under the age of six (6) resides or is expected to reside in such housing;
- Property for which a paint inspection was completed by a qualified lead-based paint inspector, in accordance with the new regulations and certified to have no lead-based paint;
- Property in which all lead-based paint was identified, was removed, and received clearance in accordance with the new regulations. Units substantially rehabilitated where all interior/exterior surfaces, including trim such as windowsills, have been replaced, or interim controls have been completed.

The following **lead-based paint** requirements apply to dwellings built before **January 1, 1978**, and occupied or to be occupied by assisted families with one or more children under age six:

- The unit interior and exterior paint surfaces associated with the assisted unit; and
- The common areas servicing the unit, including those areas through which residents must pass to gain access to the unit, and other areas frequented by children under the age of six such as play areas, and child care facilities.

Common areas also include garages and fences on the assisted property.

Deteriorated Paint Surfaces

Deteriorated paint surfaces are any interior or exterior paint that peeling, chipping, chalking or cracking. When conducting inspections, COPHA staff assesses all deteriorated paint surfaces and documents it on the inspection form.

De Minimis Levels of Lead Based Paint

De minimis levels are the minimum allowable levels set by HUD. When the deteriorated paint reaches or exceeds these levels, the owner must use safe work practices to stabilize the paint and obtain a Clearance Examination Report. This report is obtained from a certified lead-based paint inspector or a

certified clearance technician.

Deteriorated paint surface below de minimis level, owners must perform paint stabilization involving safe work practices.

De Minimis Levels

- 20 square feet on exterior surfaces
- 2 square feet on interior surfaces
- 10% of the total surface area on an interior or exterior component.

Examples of components include: windowsills, baseboards, trim, etc.

A Clearance Examination Report is not required if the peeling paint is at or below the minimis levels; however, paint stabilization is required involving safe work practices.

Notification of Lead-Based Paint

The Housing Authority will provide the family with the *Protect Your Family From Lead In Your Home* pamphlet. This pamphlet is also given to all participants at the program briefing.

Stabilization of Deteriorated Paint

Once any deteriorated paint is identified in the unit, the Housing Authority will notify the owner/agent of the condition in writing. The notice includes the location(s) of the deteriorated paint: the owner's/agent's responsibility and the 30 calendar day time frame to stabilize the deteriorated paint.

Initial Contracts

The Housing Authority will not initiate a new contract until the lead-based paint found in the unit has been stabilized. The Housing Authority may give the owner additional time to complete the repair/s, but the family may not occupy the unit

nor will the Housing Authority begin a contract on that unit until the deteriorated paint has been stabilized using proper safe work practices.

Biennial Inspections

The Housing Authority will allow the owner/agent 30 calendar days to complete the paint stabilization process using proper safe work practices. The Housing Authority may grant the owner/agent additional time to complete the process for just cause such as weather delays. All requests for additional time (extensions) must be submitted in writing and reviewed for approval. If the paint stabilization has not occurred within the allowed time the owner's/agent's rent will be abated, and the tenant may be issued a transfer voucher.

Definitions:

- **Safe Work Practices** – are work practices used when the deteriorated paint area is larger than the de minimis levels. Safe work practices include
- the following:
 - Occupant protection
 - Work site preparation
 - Protection of the work site to keep lead dust from leaving the work site.
 - Cleaning of work site with HEAPA vacuum system and detergents.
 - Contracting with a certified Lead Base Paint removal contractor.
 - Providing clearance inspection and report(s).

Note: Compliance with all local State Federal law requirements for safe work practices is mandatory.

Procedures

The purpose is to establish procedure for Lead-Based Paint Stabilization.

The Lead-Based Paint Procedure applies to the following:

- Housing Inspector (New Contract/Biennial Inspector)
- Housing Specialist (Annual process inquiry)

Phase I: Initial & Biennial Inspections

Housing Inspector (New Contract Inspector and Biennial Inspector):

- Conducts a Uniform Physical Condition Standards for Vouchers (UPCS-V) Inspection.
- Conducts a Visual Assessment Inspections to identify any deteriorated paint surfaces.
- Determines if the unit meets the age criteria and whether or not there is a child under 6 residing in the unit or is expected to reside in the unit.
- Notes the location of the deteriorated paint surfaces and documents on summary of deficiencies.

Phase II: Notification of Lead-Based Paint – Initial Inspections

Housing Inspector /New Contracts Inspector:

- Explains to the owner that the paint must be stabilized before the family can move into the unit. The family may not move into the unit until all paint has been stabilized by using safe work practices.
- The lease and contract cannot be initiated until stabilization is completed and certified.
- Re-inspecting the unit to ensure that the paint has been stabilized

Phase III: Notification of Lead-Based Paint – All Inspections:

Housing Specialist / Inspector:

- Explains to the family the dangers of lead-based paint and provides the family with a copy of the Lead – based paint pamphlet “Protect your family from lead in your home”. (HUD/EPA doc 747-k-99-001)
- Determines if the unit requires a “Clearance Examination” when the deteriorated paint exceeds the de minimis level.
- Contacts the Owner/Agent in writing to inform him/her of the defective paint surfaces.

Phase IV: Generating Instruction Letter to Owner

Clerical Staff: (Biennial Inspection):

- Generates cover letter of deficiencies.
- Generates copies of the following:
 - ☐ Summary Report
 - ☐ Cover Letter
- Mails the cover letter and summary of deficiencies.
- Follows the Inspections Policy/Procedure mailing UPCS-V violations.
- Monitors rent abatement process.

Phase V: Follow-up and Extensions

The Housing Specialist/Clerical Staff:

- Follows-up on all pending lead-based paint stabilization repairs.
- Receives and processes all extension requests.
- Ensures that all units are re-inspected to ensure the deteriorated paint surface(s) have been stabilized.
- Collects all *Clearance Examination* reports submitted by the owner/agents.
- Begins abatement if the deteriorated paint has been stabilized.
- Follows-up on all abatements, terminations, and transfers.

Requirement for Children with Elevated Blood Lead Level

HUD has defined environmental intervention blood lead level as a confirmed concentration of lead in whole blood equal or greater than 20 ug/dL (micrograms of lead per deciliter) for a single test or 15-19 ug/dL in two tests taken at least three months apart in children under age six.

Notification

A medical health care provider, public health department, the family, owner, or outside source may notify the PHA of an environmental intervention blood lead level child living in a program unit.

When information regarding an environmental intervention blood lead level child under age six is received from the family, owner, or other sources not associated with the medical health community, the PHA must immediately verify the information with a public health department or other medical health care provider.

If either the public health department or a private medical health agency provides verification that the child has an environmental intervention blood lead level, the PHA must proceed to complete a risk assessment of the unit, common areas and exterior surfaces. This requirement does not apply if the public health department has already conducted an evaluation between the date the child's blood was last sampled and the receipt of notification of the child's condition.

When a PHA receives a report of an environmental intervention blood lead level child from any source other than the public health department, the PHA must notify the health department within five working days.

Risk Assessment

Within 15 working days of notification by a public health department or medical health care provider, the PHA must complete a risk assessment of the dwelling unit, including common areas servicing the dwelling unit, if the child lived in the unit at the time the child's blood was sampled. In most areas of the country, the local health department will complete the risk assessment free of charge to the PHA. In areas where this is not possible, the PHA must hire and pay for a certified risk assessor and, upon completion of the risk assessment, the PHA must provide the report to the owner.

Persons trained and certified by an EPA or state-approved agency must complete risk assessments.

Risk assessments involve on-site investigations to determine the existence, nature, severity, and location of lead-based paint hazards. The investigation includes dust and soil sampling, and visual evaluation, and may include paint inspections (tests for lead in paint). The assessor issues a report explaining the results of the investigation, as well as options and requirements for reducing lead-based paint hazards.

The owner must notify the building residents of the results of the risk assessment within 15 calendar days of receipt from the PHA.

Hazard Reduction

The owner must complete reduction of identified lead-based paint hazards as identified in the risk assessment within 30 calendar days (or date specified by PHA if an extension is granted for exterior surfaces).

Hazard reduction activities may include paint stabilization, abatement, interim controls, or dust and soil contamination control.

The appropriate method of correction should be identified in the risk assessment.

Hazard reduction is considered complete when a clearance examination has been completed and the report indicates that all identified hazards have been treated and clearance has been achieved, or when the public health department certifies that the hazard reduction is complete.

The owner must notify all building residents of any hazard reduction activities within 15 days of completion of activities.

Like paint stabilization compliance, PHA receipt of the owner's certification signals compliance with lead hazard reduction activities.

Failure to complete hazard reduction activities (including clearance) within 30 calendar days (or later if PHA grants an extension for exterior surfaces) of notification constitutes a violation of UPCS-V, and appropriate action against the owner must be taken if a program family occupies the unit. If the unit is vacant when the PHA notifies the owner, the unit may not be re-occupied by another assisted family, regardless of the ages of children in the family, until compliance with the lead-based paint requirement.

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CHAPTER 11

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS [24 CFR 982.502, 982.503, 982.504, 982.505, 982.507]]

INTRODUCTION.

COPHA will determine rent reasonableness in accordance with 24 CFR 982.507(a). It is COPHA's responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparable units in the rental market, using the criteria specified in 24 CFR 982.507(b).

This chapter explains COPHA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the payment standards, and rent adjustments.

A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM

The rent to owner is limited by rent reasonableness. COPHA must demonstrate that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. COPHA will utilize GoSection8 for their rent reasonableness determinations.

The only other limitation on rent to owner is the maximum rent standard at initial occupancy (24 CFR 982.508). At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, if the gross rent for the unit exceeds the applicable payment standard for the family, the family share may not exceed 40 percent of the family's monthly adjusted income.

During the initial term of the lease, the owner may not raise the rent to owner.

B. MAKING PAYMENTS TO OWNERS [24 CFR 982.451]

Once the HAP contract is executed, COPHA begins processing payments to the landlord. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made automatically to the HAP Register for the following month. Checks are disbursed by the Finance Department to the owner each month. Checks may not be picked up by owner at COPHA, unless authorized by the Finance Department. Checks will only be disbursed after receipt of payment by the Department of Housing and Urban Development (HUD).

Owners are deemed paid on the day the checks are mailed. Proof of "Mailed" date will be the date the HAP Register was run. Checks that are not received will not be

replaced until a written request has been received from the payee and a stop payment has been put on the check.

Excess Payments

The total of rent paid by the tenant plus COPHA housing assistance payment to the owner may not be more than the rent to owner. The owner must immediately return any excess payment to COPHA.

Owners who do not return excess payments will be subject to penalties as outlined in the "Owner or Family Debts to COPHA" chapter of this Administrative Plan.

Late Payments to Owners

It is a local business practice in COPHA's jurisdiction for property managers and owners to charge tenants a reasonable late fee for rents not received by the owner or property manager by the due date, notwithstanding any grace period which is typically 3-5 calendar days past the first of the month.

Therefore, in keeping with generally accepted practices in the local housing market, COPHA must make housing assistance payments to the owner promptly and in accordance with the HAP contract. COPHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond COPHA's control, such as a delay in the receipt of program funds from HUD. COPHA will use administrative fee income or the administrative fee reserve as its only source for late payment penalty.

Before paying a late fee, COPHA will require proof that the owner/manager regularly collects a late fee from assisted and unassisted tenants.

COPHA will not use any program funds for the payment of late fee penalties to the owner.

C. RENT REASONABLENESS DETERMINATIONS [24 CFR 982.507]

COPHA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. This applies to all programs.

COPHA will not approve a lease until COPHA determines that the initial rent to owner is a reasonable rent. COPHA must re-determine the reasonable rent before any increase in the rent to owner, and if there is a five percent decrease in the published FMR in effect 60 calendar days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

COPHA must re-determine rent reasonableness if directed by HUD and based on

a need identified by COPHA's auditing system. COPHA may elect to re- determine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by COPHA.

The owner will be advised that by accepting each monthly housing assistance payment s/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give COPHA information on rents charged by the owner for other units in the premises or elsewhere. COPHA will only request information on the owner's units elsewhere if COPHA has cause to demonstrate that the owner has a tendency to charge higher rents to program participants or if needed for rent reasonableness comparable analysis.

The data for other unassisted units will be gathered from GoSection8.com.

The market areas for rent reasonableness are neighborhoods within COPHA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

- Size (number of Bedrooms/square footage)
- Location
- Quality
- Amenities (bathrooms, dishwasher, air conditioning, etc.)
- Housing Services
- Age of unit
- Unit Type
- Maintenance
- Utilities

Rent Reasonableness Methodology

COPHA will determine and document on a case-by-case basis that approved rent is reasonable in comparison to rent for **three** other unassisted units in the market.

The data for other unassisted units shall be ascertained by use of the GoSection8 website and other available sources as needed. **Three comparable units** at or above the requested rent is required.

The data is updated on an ongoing basis and purged when necessary.

D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM [24 CFR 982.503]

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at COPHA's discretion, the Voucher Payment Standard amount is set by COPHA at 100 percent of the HUD

published FMR. COPHA reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, COPHA will ensure that the Payment Standard is always within the

range acceptable to HUD of 90 percent to 110 percent of the new FMR, unless an exception payment standard or waiver has been approved by HUD.

COPHA will establish a single voucher payment standard amount for each FMR area in COPHA jurisdiction. For each FMR area, COPHA will establish payment standard amounts for each "unit size". COPHA may have a higher payment standard within COPHA's jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90-110% of FMR range.

COPHA may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities. COPHA will allow a reasonable accommodation for disabled households to rent a unit which has feature(s) designed to meet the needs of the person with disabilities, such as wheelchair accessibility, allowing revision of the payment standard up to 120% of the FMR.

E. ADJUSTMENTS TO PAYMENT STANDARDS [24 CFR 982.503]

Payment Standards must be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. COPHA will not raise Payment Standards solely to make "high end" units available to Voucher holders. COPHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

Quality of Units Selected

COPHA will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

COPHA Decision Point

COPHA will review the average percent of income of families on the program. If more than 25% of families are paying more than 30% of monthly adjusted income, COPHA will determine whether there is a difference by voucher size, whether families are renting units larger than their voucher size, and whether families are renting units which exceed HUD's standards added by COPHA in the

Administrative Plan.

If families are paying more than 30% of their income for rent due to the selection of larger bedroom size units or luxury units, COPHA may decline to increase the payment standard. If these are not the primary factors for families paying higher rents, COPHA may continue increasing the payment standard.

Rent to Owner Increases

COPHA may review a sample of the units to determine how often owners are increasing rents and the average percent of increase by bedroom size utilizing the **GoSection8** website.

Time to Locate Housing

COPHA may consider the average time period for families to lease up under the Voucher program. If Voucher holders are unable to locate suitable housing within the term of the voucher and COPHA determines that this is due to rents in the jurisdiction being unaffordable for families even with the presence of a voucher the Payment Standard may be adjusted.

Lowering of the Payment Standard

Lowering of the FMR will not require an adjustment of the Payment Standard for existing households being assisted. Families will be held harmless and will retain their current Payment Standard from their last annual when the FMRs are reduced.

Financial Feasibility

Before increasing the Payment Standard, COPHA may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, COPHA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

File Documentation

A file will be retained by COPHA for at least five years to document the analysis and findings to justify whether or not the Payment Standard was changed.

F. EXCEPTION PAYMENT STANDARDS

COPHA does not have any exception Payment Standards. One Payment Standard will be adopted for the entire City of Pittsburgh. However, a higher Payment Standard may be afforded as a reasonable accommodation for a

person with disabilities to allow the disabled member to rent a unit designed to meet the needs of the person with disabilities, (such as wheelchair accessibility), not to exceed 120% of the Fair Market Rent.

G. OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM [(24CFR 982.308(g))]

The owner is required to notify COPHA, in writing, at least **sixty days before** any change in the amount of rent to owner is scheduled to go into effect. Any requested change in rent to owner will be subject to rent reasonableness requirements. See 24 CFR 982.503.

The following criteria must be met before COPHA is able to consider any contract rent adjustments:

- Copy of **60-day** written notification from owner to tenant is received by COPHA.
- Notice specifies exact monetary request.
- Notice reflects the effective date of rent adjustment. - Effective dates begin the 1st of a month.

Once the request is submitted, COPHA must conduct a rent reasonableness test. The results may either decrease or increase contract rent. COPHA reserves the right to freeze increases in contract rent based on market conditions. COPHA shall complete the rent adjustment process in accordance of HUD rules.

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CHAPTER 12

RECERTIFICATIONS

[24 CFR 982.516]

INTRODUCTION

In accordance with HUD requirements, COPHA will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Recertifications and interim examinations will be processed in a manner that ensures families are given at least a 30-day notice of rent increases. All annual activities will be coordinated in accordance with HUD regulations. It is a HUD requirement that families report all changes in household composition. This Chapter defines COPHA's policy for conducting annual recertifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ANNUAL ACTIVITIES [24 CFR 982.516, 982.405]

COPHA must conduct Recertification of income and family composition on an annual basis.

UPCS-V inspections may be conducted on an annual basis or biennially at management's discretion.

COPHA maintains a database of units under contract to ensure that timely reviews of rent to owner, housing quality, and factors related to total tenant payment/family share can be made. Requests for rent adjustments and other monetary changes will be transmitted to the Housing Specialist.

Inspections: See "Uniform Physical Condition Standards for Vouchers and Inspections" chapter.

Rent adjustments: See "Owner Rents, Rent Reasonableness and Payment Standards" chapter.

B. ANNUAL RECERTIFICATION/REEXAMINATION [24 CFR 982.516]

Families are required to be re-certified at least annually.

The head of household, spouse, and all adult members shall be required to sign documents for continued occupancy and other required forms.

Income, allowances and household composition will be verified, documented and placed in the tenant's folder. Any information supplied by the family shall be true and complete.

Verified findings shall be analyzed and a determination made on:

- Unit size, based on family composition; and
- Rent to be paid; COPHA share and family share.

Income shall be computed in accordance with HUD regulations, using HUD compatible software.

All income verifications shall not be more than 120 calendar days old, effective on the recertification date.

Tenants failing to respond to the re-examination appointment shall result in termination of assistance for failure to comply with the obligations of the family as indicated in the Statement of Family Participation or voucher. "Good cause" exceptions documented illness; hospitalization; death of parent, in-law, child, spouse, brother, sister, uncle, aunt or grandparent; proof tenant was out of town for emergency must be submitted to COPHA staff for review and determination. Refer to missed appointments section.

STREAMLINED ANNUAL REEXAMINATIONS [24 CFR 982.516(b)]

This policy is optional at this time, but HUD now permits PHAs to streamline the income determination process for family members with fixed sources of income **(90% or more)**. While third-party verification of all income sources must be obtained **during the intake process** and **every three years** thereafter, in the intervening years the PHA may determine income from fixed sources by applying a verified cost of living adjustment (COLA) or rate of interest. The PHA may, however, obtain third-party verification of all income, regardless of the source. Further, upon request of the family, the PHA must perform third-party verification of all income sources. *COPHA has not yet adopted this policy.*

Fixed sources of income include Social Security and SSI benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a COLA or rate of interest. The determination of fixed income may be streamlined even if the family also receives income from other non-fixed sources.

Moves Between Reexaminations

When families move to another dwelling unit:

- An annual recertification will be scheduled (unless a recertification has occurred in the last 90 calendar days) and the anniversary date will be changed.

Income limits are not used as a test for continued eligibility at recertification. A family may not move during the initial year except if there is a case of documented domestic violence or other provisions under VAWA, a life-threatening situation or the term of the lease and contract is for less than one year or by mutual agreement between the landlord and family.

VAWA covers the following types of battery or extreme cruelty: domestic violence, dating violence, sexual assault and stalking.

For additional procedures, refer to Chapter 13 – “Moves with Continued Assistance/Portability”.

Reexamination Notice to the Family

COPHA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least 60 calendar days in advance of the anniversary date.

If requested as an accommodation by a person with a disability, COPHA will provide the notice in an accessible format. COPHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Procedure

COPHA's procedure for conducting annual recertifications will be:

- Schedule the date and time of appointment and;
- Mail a notification to the family.

Completion of Annual Recertification

COPHA will have all recertifications for families completed before the anniversary date. This includes notifying the family of any changes in rent within 30 calendar days of the scheduled increase in family rent, should the process be completed with no delays such as pending documentation and missed appointments.

Collection of Information [24 CFR 982.516(f)]

COPHA has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate.

The COPHA representative will review the information entered on the recertification form with the family and have them sign the forms.

Requirements to Attend

The following family members will be required to attend the recertification

interview:

- All adult family members, 18 years of age and older, are required to attend the recertification interview and sign the required documents.

Failure to Respond to Notification to Recertify or failure to complete Rescheduled Recertification Interview

The written notification must state which family members are required to attend the interview. The family may call to request another appointment date.

If the family does not appear for the recertification interview, COPHA will reschedule a second appointment.

If the family fails to appear for the second appointment, COPHA will:

- Send family notice of termination and offer them an informal hearing

Exceptions to these policies may be made if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a family with a disability.

Documents Required from the Family

In the notification letter to the family, COPHA will include instructions for the family to bring the following:

- Documentation of all income and income from assets in excess of \$5,000
- Documentation of any deductions/allowances

Verification of Information

COPHA will follow the verification procedures and guidelines described in this Plan.

Tenant Rent Increases (Annual Recertification)

If the tenant's portion of rent increases, COPHA will give at least 30 calendar days' notice to the family prior to the scheduled effective date of the increase in rent.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent.

Tenant Rent Decreases

Tenant rent decreases will be effective the first of the month following the month in which the change was verified or on the anniversary date of the annual recertification in process

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be retroactive to the effective date of their annual reexamination.

C. REPORTING INTERIM CHANGES [24 CFR 982.516]

Program participants must report all changes in household composition, household income, and any other change to COPHA between annual reexaminations, in writing within 14 calendar days of change. This includes additions due to birth, adoption and court-awarded custody.

If any new family member is added, family income must include any income of the new family member. Additionally, added family members must provide birth certificate, social security card and DMV/picture ID or other acceptable

documentation if member is over 18 years old. COPHA will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment.

A copy of any criminal history report is required for all members 18 years and older. Based on the outcome of the criminal history report, COPHA will determine the approval.

If the addition results in overcrowding (according to UPCS-V maximum occupancy standard), the Housing Authority shall not approve the addition to the unit, except if the new family member is a result of childbirth, adoption or court awarded custody. The family may opt to relocate to a suitable unit for their household size after giving appropriate notice.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required, prior to approval and moving into the unit.

Interim Reexamination Policy – Increases in Income

Participants must report an increase in income, in writing within 14 calendar days of change, between annual recertifications. COPHA will conduct interim reexams for this purpose.

The rent established at the time of admission or scheduled re-certification is based on anticipated annual income and shall remain in effect for the period between annual recertifications, unless an increase or decrease is reported.

Rent changes will be implemented for increases in income which represent a 20% increase from the prior reported income and require a 30-day advance notice to the family and the landlord of the change.

Decreases in Income

Participants must report a decrease in income and other changes which would reduce the amount of tenant rent, such as an increase in allowances or deductions. COPHA must calculate the change effective the first of the month after the change was reported.

COPHA Errors

If COPHA makes a calculation error at admission to the program or at an annual reexamination, the error will be corrected or an interim reexamination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.

D. OTHER INTERIM REPORTING ISSUES

An interim reexamination does not affect the date of the annual recertification.

E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS [24 CFR 5.615]

COPHA will not reduce the family share of rent for families whose welfare assistance is reduced by the welfare agency specifically because of:

- Fraud in connection with the welfare program; or
- Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

However, COPHA will reduce the rent if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits; or
- A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, or
- A family member has not complied with other welfare agency requirements.

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim reexamination, during the term of welfare benefits reduction (as specified by the welfare agency).

If the family claims the amount of imputed welfare income has been calculated incorrectly, COPHA will review the calculation for accuracy. If the imputed welfare income amount is correct, COPHA will prove a written notice to the family that includes:

- A brief explanation of how the amount of imputed welfare income was determined;
- A statement that the family may request an informal hearing if they do not agree with COPHA determination.

(See "Verification Procedures" chapter.)

***Cooperation Agreements* [24 CFR 5.613] Reserved.**

F. NOTIFICATION OF RESULTS OF RECERTIFICATIONS [HUD Notice PIH 2011-65]

The HUD Form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the owner and the tenant. Signatures of all adult family members (18 years of age and older) are required by COPHA. If the family disagrees with the rent adjustment, they may request an informal hearing.

G. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS) [24 CFR 982.516(c)]

Standard for Timely Reporting of Changes

COPHA requires that families report interim income changes in writing, resulting from income and family composition changes to COPHA within 14 calendar days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within the specified time given the family.

All changes must be reported and the Family must provide all documentation requested by the Housing Representative within five (5) days of request for information by COPHA. If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Procedures when the Change is Reported in a Timely Manner

COPHA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

- Increases in the Tenant Rent due to income and family composition change will be effective on the first of the month following at least 30 calendar days' notice.
- Decreases in the Tenant Rent are effective the first of the month following the month in which the change was reported. No rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.

Procedures when the Change is Not Reported by the Family in a Timely Manner

If the family does not report an increase in income due to a family composition change as described under Timely Reporting, the family's assistance will be terminated, pending the outcome of a termination hearing.

If the outcome of the hearing determines that the family should be allowed to continue with assistance, but did not report income changes due to a family composition change in a timely manner, the following guidelines will apply:

- Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and will be required to make a lump sum payment to COPHA.
- Decrease in Tenant Rent will be effective on the first of the month following the month in which the change was reported.

Procedures when the Change is Not Processed by COPHA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by COPHA in a timely manner.

In this case, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by COPHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

H. CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES [24 CFR 982.516(c)]

(See "Subsidy Standards" chapter.)

I. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.518]

Under the Noncitizens Rule, "mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

The Noncitizens Rule was implemented prior to November 29, 1996, and "mixed" families who were participants on or after June 19, 1995, shall receive pro-rated assistance.

J. MISREPRESENTATION OF FAMILY CIRCUMSTANCES

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, COPHA will terminate assistance and may refer the family file to the proper authorities for appropriate disposition. (See Program Integrity Addendum.)

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CHAPTER 13

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

[24 CFR 982.314, 982.353, 982.355(a)]

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within COPHA's jurisdiction, or to a unit outside of COPHA's jurisdiction under portability procedures. The regulations also allow COPHA the discretion to develop policies which define any limitations or restrictions on moves. This chapter defines the procedures for moves, both within and outside of, COPHA's jurisdiction, and the policies for restriction and limitations on moves.

A. ALLOWABLE MOVES

A family may move to a new unit with continued assistance if:

- The assisted lease for the old unit has terminated, or the lease was terminated by mutual agreement of the owner and the family.
- The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family for reasons not pertaining to violations of the lease.
- The family has given proper notice of lease termination.
- The family or a member of the family is or has been the victim of domestic violence, dating violence, or stalking, as provided in 24 CFR part 5, subpart L, and the move is needed to protect the health or safety of the family or family member. A PHA may not terminate assistance if the family, with or without prior notification to the PHA, already moved out of a unit in violation of the lease, if such move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the dwelling unit.

B. RESTRICTIONS ON MOVES [24 CFR 982.314, 982.552(a)]

Families will not be permitted to move outside COPHA's jurisdiction under portability procedures during the initial year of assisted occupancy unless the family maintained a residency preference prior to the initial assistance.

Families will not be permitted to move while under their initial lease term unless the family and owner have signed a mutual agreement releasing the family from the lease.

COPHA will deny permission to move if there is insufficient funding for continued assistance as confirmed by HUD.

COPHA will deny permission to move if:

- The family has violated a family obligation.
- The family owes COPHA or any other federal program money.
- COPHA may make exceptions to these restrictions if there are extenuating circumstance for the move over which the family has no control.

Insufficient Funding

COPHA may deny a family permission to move either within or outside COPHA's jurisdiction if COPHA does not have sufficient funding for continued assistance [24 CFR 982.354(e)(1)]. However, Notice PIH 2016-09 significantly restricts the ability of PHAs to deny permission to move due to insufficient funding and places further requirements on PHAs regarding moves denied due to lack of funding. The requirements found in this notice are mandatory.

COPHA Policy

COPHA will deny a family permission to move on grounds that COPHA does not have sufficient funding for continued assistance if (a) the move is initiated by the family, not the owner or COPHA; (b) COPHA can demonstrate that the move will, in fact, result in higher subsidy costs; (c) COPHA can demonstrate that it does not have sufficient funding in its annual budget to accommodate the higher subsidy costs; and (d) for portability moves, the receiving PHA is not absorbing the voucher. This policy applies to moves within COPHA's jurisdiction as well as to moves outside it under portability.

If COPHA does not have sufficient funding for continued assistance, but the family must move from their unit (e.g., the unit failed HQS), the family may move to a higher cost unit if the move is within COPHA's jurisdiction. COPHA, however, will not allow the family to move under portability in this situation if the family wishes to move to a higher cost area.

For both moves within COPHA's jurisdiction and outside under portability, COPHA will not deny a move due to insufficient funding if COPHA previously approved the move and subsequently experienced a funding shortfall if the family cannot remain in their current unit. COPHA will rescind the voucher in this situation if the family will be allowed to remain in their current unit.

COPHA will create a list of families whose moves have been denied due to insufficient funding. COPHA will keep the family's request open indefinitely, and, when funds become available, the families on this list will take precedence over families on the waiting list. COPHA will use the same procedures for notifying families with open requests to move

C. PROCEDURE FOR MOVES [24 CFR 982.314]

Issuance of Voucher

Subject to the restrictions on moves, COPHA will issue the voucher to move as

soon as the family requests the move, as long as the recertification process has been completed.

If the family does not locate a new unit, they may remain in the current unit so long as the owner grants permission and a mutual agreement is signed by both owner and tenant to continue the tenancy.

The annual recertification date shall be changed to coincide with the new lease-up date.

Notice Requirements

The family must give the owner 30 days written notice of intent to vacate, in accordance with State law and specified in the lease and must give a copy to COPHA simultaneously.

Additional information on notice requirements may be obtained in the California Tenant's Handbook, by visiting the California Department of Consumer Affairs web site at <http://www.dca.ca.gov/legal/landlordbook/index.html>.

If the family vacates the unit without proper notice in writing to the owner, the family shall be responsible for any amounts owed under the lease.

Time of Contract Change

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease midmonth. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

D. PORTABILITY [24 CFR 982.353]

Portability applies to families moving out of or into COPHA's jurisdiction within the United States and its territories. Under portability, families are eligible to receive assistance to lease a unit outside of the initial PHA's jurisdiction. The unit may be located:

- In the same state as the initial PHA;
- In the same metropolitan statistical area (MSA) as the initial PHA, but in a different state;
- In an MSA adjacent to the MSA of the initial PHA, but in a different state.
- In the jurisdiction of a Housing Authority anywhere within the United States that administers a tenant-based Housing Choice Voucher Program.

E. OUTGOING PORTABILITY (PORT-OUT) [24 CFR 982.353, 982.355]

Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit outside COPHA's jurisdiction, anywhere in the United States, in the jurisdiction of a PHA with a tenant-based program. When a family requests to move outside of COPHA's jurisdiction, the request must specify the area to which the family wants to move.

The family must request portability on COPHA's approved form.

Restrictions on Portability

Applicants:

If neither the head or spouse/co-head had a domicile (legal residence) in COPHA's jurisdiction at the date of their final eligibility for assistance, the family will not be permitted to exercise portability upon initial issuance of a voucher, unless COPHA approves such move. [NOTE: Legal domicile is defined by local government.] COPHA will not allow a family to exercise portability unless the family has resided in COPHA's jurisdiction for at least one year immediately preceding the request to move from COPHA's jurisdiction.

For a portable family that was not already receiving assistance in COPHA's based program, COPHA must determine whether the family is eligible for admission under the receiving PHA's program.

Portability to another jurisdiction is also dependent on funding availability.

Participants:

After an applicant has leased-up in the jurisdiction of the initial housing agency, they cannot exercise portability during the first year of assisted occupancy, except in the following circumstances.

The receiving and initial PHA agree to allow the move.
COPHA will not permit families to exercise portability:

- If the family is in violation of a family obligation.
- If the family owes money to COPHA or any other federal program.
- If the family has moved out of its assisted unit in violation of the lease.
- If a receiving PHA has initiated termination proceedings, the receiving PHA must notify COPHA of hearing determinations within 30 calendar days.

Portability to another jurisdiction is also dependent on funding availability.

COPHA shall provide pre-portability briefings for those families who express an interest in portability and their originating housing authority has forwarded a

portability packet. If the family is utilizing portability for their initial lease-up, COPHA shall determine if the family is within the very-low income limit of the receiving PHA.

If the family is a participant and porting out to another housing authority's jurisdiction, COPHA shall determine if the family is within the low-income limit of the receiving PHA and advise the family accordingly.

COPHA shall notify the Receiving PHA that the family wishes to relocate into its jurisdiction.

COPHA shall provide the following documents and information to the receiving PHA:

- A copy of the family's Housing Choice Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
- The most recent HUD 50058 form and verifications and Family Portability Information HUD 52665 form.
- Current information related to income, assets, eligibility and rent payments.
- The Administrative Fee Schedule for billing purposes.

The receiving PHA must notify COPHA within the Voucher expiration date of the following:

- The receiving PHA decides to absorb the family into their own program.
- The family leases up or fails to submit a Request for Tenancy Approval by the required date.
- Assistance to a portable family is terminated by the receiving PHA.
- The family requests to move to an area outside the receiving PHA's jurisdiction.

F. INCOMING PORTABILITY (PORT-IN) [24 CFR 982.354, 982.355]

Absorption or Administration

COPHA will accept a family with a valid voucher from another jurisdiction and administer or absorb the voucher. If administering, the family will be issued a "portable" voucher by COPHA. The term of the voucher will not expire before the expiration date of any initial PHA voucher. The family must submit a Request for Tenancy Approval (request for an inspection) for an eligible unit to COPHA during the term of COPHA's voucher. COPHA may grant extensions in accordance with this Administrative Plan. However, if the family decides not to lease-up in COPHA's jurisdiction, they must contact the initial PHA to request an extension.

COPHA may absorb incoming vouchers in cases where the initial PHA absorbs an equal number of COPHA's outgoing vouchers.

COPHA may absorb incoming portable families provided that there is funding available.

When COPHA does not absorb the incoming voucher, it will administer the initial PHA's voucher and COPHA's policies will prevail.

For admission to the program a family must be income eligible in the area where the family initially leases a unit with assistance under the program.

COPHA does not re-determine eligibility for a portable family that was already receiving assistance in the initial PHA Section 8 tenant-based program.

COPHA will issue a "portability voucher" according to its own Subsidy Standards.

If the family has a change in family composition which would change the voucher size, COPHA will change to the proper size based on its own Subsidy Standards.

For initial lease-up, the family must be within COPHA's very-low income limits.

Income and Total Tenant Payment of Incoming Portables [982.353(d)]

As receiving PHA, COPHA will conduct a recertification interview.

The recertification must not cause a delay in the issuance of a voucher.

If the family's income is such that a \$0 subsidy amount is determined prior to lease-up in the COPHA's jurisdiction, COPHA will refuse to enter into a contract on behalf of the family at \$0 assistance.

As receiving PHA, COPHA shall conduct a recertification interview to verify the information provided, if the documents are missing or are over 60 calendar days old, whichever is applicable, or there has been a change in the family's circumstances.

If the family's income exceeds the income limit of COPHA, the family shall not be denied assistance unless the family is an applicant and over the Very-Low Income Limit.

Requests for Approval of Tenancy

A briefing will be mandatory for all portability families.

When the family submits a Request for Tenancy Approval, it will be processed using COPHA's policies. If the family does not submit a Request for Tenancy Approval or does not execute a lease, the initial PHA will be notified by COPHA within the Voucher expiration date.

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If the family leases up successfully, COPHA will notify the initial PHA and the billing or absorption process will commence.

COPHA will notify the initial PHA if the family fails to submit a Request for Tenancy Approval for an eligible unit within the term of the voucher.

COPHA will notify the family, if billing the initial housing authority, of its responsibility to contact the initial PHA if the family wishes to move outside COPHA's jurisdiction under continued portability.

When the family submits a Request for Tenancy Approval, it shall be processed using COPHA's policies. If the family does not submit a Request for Tenancy Approval or does not execute a lease, the initial PHA will be notified by COPHA.

If the family leases up successfully, COPHA shall notify the initial PHA, and the billing or absorption process will commence.

If COPHA denies assistance to the family, COPHA shall notify the initial PHA and the family will be offered a review or hearing.

Regular Program Functions

COPHA will perform all program functions applicable the tenant-based assistance program, such as:

- Annual reexaminations of family income and composition;
- Annual/Bi-Annual inspection of the unit; and
- Interim examinations when requested or deemed necessary by COPHA

Terminations

COPHA will notify the initial PHA in writing of any termination of assistance on families being billed within 10 working days. If an informal hearing is required and requested by the family, the hearing will be conducted by COPHA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the initial PHA.

The initial PHA will be responsible for collecting amounts owed by the family and for monitoring repayment. If the initial PHA notifies COPHA that the family is in arrears or the family has refused to sign a payment agreement, COPHA will terminate assistance to the family.

Required Documents

As receiving PHA, COPHA shall require the following documents from the initial PHA:

- A copy of the family's Housing Choice Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability;

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- The most recent HUD 50058 form;
- Verifications, and;
- Family portability information HUD 52665 form.
- Current information related to eligibility.
- The Administrative Fee Schedule for billing purposes.

Billing Procedures

As receiving PHA, COPHA will bill the initial PHA monthly for housing assistance payments. The billing cycle for other amounts, including administrative fees and utility reimbursements will be billed monthly unless requested otherwise by the initial PHA.

COPHA will bill 100% of the housing assistance payment, 100% of utility reimbursements and 80% of the administrative fee (at the initial PHA's rate) for each "portability" voucher leased as of the first day of the month.

COPHA will notify the initial PHA of changes in subsidy amounts and will expect the initial PHA to notify COPHA of changes in the administrative fee amount to be billed.

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CHAPTER 14

CONTRACT TERMINATIONS

[24 CFR 982.311, 982.314]

INTRODUCTION

The Housing Assistance Payments (HAP) contract is the contract between the owner and COPHA which defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by COPHA and the owner, and the policies and procedures for such terminations.

A. CONTRACT TERMINATION [24 CFR 982.311]

The term of the HAP contract is the same as the term of the lease. The contract between the owner and COPHA may be terminated by COPHA, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by COPHA to the owner after the month in which the contract is terminated. The owner must reimburse COPHA for any subsidies paid by COPHA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

B. TERMINATION BY THE FAMILY: MOVES [24 CFR 982.314(c)(2)]

Family termination of the lease must be in accordance with the terms of the lease.

C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS [24 CFR 982.310, 982.455]

If the owner wishes to terminate the lease, the owner must provide proper notice as stated in the lease.

During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the lease the owner may only evict for:

- Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease;
- Violations of Federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises.
- Other good cause.

During the initial term of the lease, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the tenancy because of something the family did or failed to do (see 982.310)

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

COPHA requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for COPHA's decision regarding termination of assistance.

Housing assistance payments are paid to the owner under the terms of the HAP contract.

If the action is finalized in court, the owner must provide COPHA with the documentation, including notice of the lock-out date.

COPHA must continue making housing assistance payments to the owner in accordance with the contract as long as the tenant continues to occupy the unit. By endorsing the monthly check from COPHA, the owner certifies that the tenant is still in the unit, the rent is determined reasonable and s/he is in compliance with the contract.

If an eviction is not due to a serious or repeated violation of the lease, and if COPHA has no other grounds for termination of assistance, COPHA may issue a new voucher so that the family can move with continued assistance.

D. TERMINATION OF THE CONTRACT BY PHA [24 CFR 982.404(a), 982.453, 982.454, 982.552(a)(3)]

The term of the HAP contract terminates when the lease terminates, when COPHA terminates program assistance for the family, or when the owner has breached the HAP contract. (See "Owner Disapproval and Restriction" chapter) COPHA may also terminate the contract if:

- COPHA terminates assistance to the family. The contract will terminate automatically if 180 calendar days have passed since the last housing assistance payment to the owner.
- Funding is no longer available under the ACC.

Insufficient Funding [24 CFR 982.454]

COPHA may terminate HAP contracts if COPHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program.

COPHA Policy

COPHA will determine whether there is sufficient funding to pay for currently assisted families. If COPHA determines there is a shortage of funding, prior to terminating any HAP contracts, COPHA will determine if any other actions can be taken to reduce program costs.

Methodology

COPHA will determine whether there is adequate funding to issue vouchers, approve moves to higher cost units and areas, and continue subsidizing all current participants by comparing COPHA's annual budget authority to the annual total HAP needs on a monthly basis. The total HAP needs for the calendar year will be projected by establishing the actual HAP costs year to date. To that figure, COPHA will add anticipated HAP expenditures for the remainder of the calendar year. Projected HAP expenditures will be calculated by multiplying the projected number of units leased per remaining months by the most current month's average HAP. The projected number of units leased per month will take into account the average monthly turnover of participant families. If the total annual HAP needs equal or exceed the annual budget authority, or if COPHA cannot support the cost of the proposed subsidy commitment (voucher issuance or move) based on the funding analysis, COPHA will be considered to have insufficient funding

If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, COPHA will terminate HAP contracts as a last resort.

Prior to terminating any HAP contracts, COPHA will inform the local HUD field office. COPHA will terminate the minimum number needed in order to reduce HAP costs to a level within the PHA's annual budget authority.

If COPHA must terminate HAP contracts due to insufficient funding, COPHA will do so in accordance with the following criteria and instructions:

COPHA will terminate assistance beginning with families that have been on the Section 8 program the longest, with the exception that contracts for elderly and disabled families will not be cancelled unless there are no non-elderly disabled families on COPHA's HCV program. Families who lose their assistance due to funding cuts will be placed back on the wait list with a preference.

In the event that the family wishes to stay in the unit after foreclosure, the Housing Authority will not require mandatory termination and will take all reasonable steps to allow the family to remain.

Notice of Termination

When COPHA terminates the HAP contract under the violation of UPCS-V space standards, COPHA will provide the owner and family written notice of termination of the contract, and the HAP contract terminates 30 calendar days from date of termination notice.

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CHAPTER 15

DENIAL OR TERMINATION OF ASSISTANCE

[24 CFR 982.552, 982.553]

INTRODUCTION

COPHA may deny or terminate assistance for a family because of the family's action or failure to act. COPHA will provide families with a written description of the family obligations under the program, the grounds under which COPHA can deny or terminate assistance, and the COPHA informal hearing procedures. This chapter describes when COPHA is required to deny or terminate assistance, and COPHA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

A. GROUND FOR DENIAL/TERMINATION [24 CFR 982.552, 982.553]

If denial or termination is based upon behavior resulting from a disability, COPHA will delay the denial or termination in order to determine if there is an accommodation that would negate the behavior resulting from the disability.

Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on COPHA's waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a tenancy
- Refusing to process or provide assistance under portability procedures

Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a tenancy

Terminating housing assistance payments under an outstanding HAP contract

- Refusing to process or provide assistance under portability procedures

Mandatory Denial and Termination [24 CFR 982.553(a)(b)]

COPHA must deny assistance to applicants, and terminate assistance for participants:

- If any member of the family fails to sign and submit HUD or COPHA required consent forms for obtaining information.
- If no member of the family is a U.S. citizen or eligible immigrant. (See Section D)

- If the family is under contract and 180 calendar days have elapsed since COPHA's last housing assistance payment was made. (See "Contract Terminations" chapter.)
- If the family is evicted from federally assisted housing for serious violation of the lease.
- For three years if any household member was evicted from federally assisted housing for drug-related criminal activity. The three years begins on the date of eviction.
- If there is reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or peaceful enjoyment of the premises by other residents.
- If COPHA determines that any household member is currently engaged in any illegal use of a drug or a pattern of illegal use of a drug that interferes with the health, safety, or right of peaceful enjoyment of the premises by other residents.
- COPHA must permanently deny assistance to applicants, and terminate the assistance of persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.
- COPHA must permanently deny assistance to applicants, and terminate assistance for participants, if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.
- COPHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

Grounds for Denial or Termination of Assistance [24 CFR 982.553(a)]

COPHA will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

- A family member violates any family obligation under the program as listed in 24 CFR 982.551.
- Any household member is currently engaged in, or has engaged in within three years of requesting assistance, drug related criminal activity; violent criminal activity; other criminal activity which may threaten the enjoyment of the premises by other residents or persons residing in the immediate vicinity; other criminal activity that would threaten health or safety of the owner or COPHA staff.
- If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- A family member currently owes rent or other amounts to COPHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- A family member breaches an agreement with a PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. COPHA, at its discretion may offer the family the opportunity to enter into a repayment

agreement. COPHA will prescribe the terms of the agreement. (See "Repayment Agreements" chapter.)

- A family member has engaged in abusive or violent behavior or threatened abusive or violent behavior toward COPHA personnel or other City staff.
- "Abusive or violent behavior towards COPHA personnel or other City staff" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, will be cause for termination or denial of assistance.
- "Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence.
- Actual physical abuse or violence will always be cause for termination.
- Families terminated or denied assistance for engaging in or threatening abusive or violent behavior towards COPHA personnel or City staff, or for drug-related or violent criminal activity will be prohibited from applying for COPHA's rental assistance programs for a period of three (3) years from the date of termination or denial of assistance.

Refer to "Eligibility for Admission" chapter, "Other Criteria for Admission" section for further information.

B. "ONE-STRIKE" POLICY

Purpose

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of **COPHA** to fully endorse and implement a policy designed to:

- Help create and maintain a safe and drug-free community
- Keep our program participants free from threats to their personal and family safety

COPHA staff shall work cooperatively with the local law enforcement agencies to obtain information about applicant's and tenant's involvement in drug and/or violent criminal activity. Preponderance of evidence of this type of criminal activity shall be determined through police reports and/or witnesses willing to provide corroborating testimony, orally or in writing, under penalty of perjury and any other sanctions or penalties imposed by law for false testimony.

Administration

All screening and termination of assistance procedures shall be administered fairly and in such a way as not to violate rights to privacy or discriminate on the

basis of race, color, nationality, religion, familial status, disability, sex or other legally protected groups.

This policy will be made readily available to applicants and participants upon request.

Screening of Applicants

In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, COPHA will seek further inquiry of reported drug-related and violent criminal behavior. COPHA will require each adult member of the applicant's household to be fingerprinted and sign a consent form authorizing COPHA to obtain criminal records.

COPHA will carry out sex offender's registration checks for each adult member of the applicant's household prior to admission to the program.

Such inquiries will apply to any member of the household who is 18 years of age or older.

HUD Definitions

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance. Drug-related criminal activity means *on or near the premises*.

Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

Standard for Violation

COPHA will deny participation in the program to applicants and terminate assistance to participants in cases where COPHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where COPHA determines that there is a pattern of illegal use of a controlled substance or pattern of alcohol abuse.

"Engaged in or engaging in" violent criminal activity means any act within the past 3 years by applicants or participants, household members, or guests which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person of another, which did or did not result in the arrest and conviction of the applicant or participant, household members, or guests.

The existence of the above-referenced behavior by any household member or guest, regardless of the applicant or participant's knowledge of the behavior, shall be grounds for denial or termination of assistance.

Drug Related and Violent Criminal Activity

Ineligibility if Evicted for Drug-Related Activity: Persons evicted from federally assisted housing because of drug-related criminal activity are ineligible for admission to the Section 8 program for a three-year period beginning on the date of such eviction.

Applicants will be denied assistance if they have been:

- arrested/convicted/evicted from a unit assisted under the Housing Act of 1937 for violent criminal activity within the last 3 years, prior to the date of applying for Section 8 rental assistance or prior to attending their scheduled briefing or prior to voucher issuance.

Participants will be terminated who have been:

- arrested/convicted/evicted from a unit assisted under the Housing Act of 1937 for drug-related or violent criminal activity within the last 3 years prior to the date of the notice to terminate assistance, and whose activities have created a disturbance in the building or neighborhood.

If the family violates the lease by engaging in drug-related or violent criminal activity, COPHA will terminate assistance.

Denial of Assistance for Sex Offenders

COPHA will deny admission if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

Termination of Assistance for Participants

If COPHA determines that any household member is engaging in or has engaged in drug-related criminal activity within the past 3 years, COPHA will terminate assistance.

COPHA will terminate assistance for a family if COPHA determines that a member of the household is fleeing to avoid prosecution, or custody or confinement after conviction.

COPHA will terminate assistance for a family if COPHA determines that a member of the household is violating a condition of probation or parole imposed under Federal or State law.

Notice of Termination of Assistance

In any case where COPHA decides to terminate assistance to the family, COPHA must give the family written notice which states:

- The reason(s) for the proposed termination,
- The effective date of the proposed termination,
- The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.
- The date by which a request for an informal hearing must be received by COPHA.

COPHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

Required Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

COPHA will pursue fact-finding efforts as needed to obtain credible evidence.

The family shall have the opportunity to present evidence, and may question any witnesses, for and against the family. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

In determining whether a family should be terminated for engaging in abusive or violent behavior or for threatening abusive or violent behavior towards COPHA personnel or City staff, COPHA will obtain, at a minimum, a statement from the employee to whom the abuse was directed.

In determining whether a family should be terminated for drug-related or violent criminal activity, COPHA will require, at a minimum, a police report.

COPHA may terminate assistance for criminal activity by a household member under this section if COPHA has determined that the household member has

engaged in the criminal activity if the household member has been convicted for such activity.

Confidentiality of Criminal Records

COPHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

Misuse of the above information by any employee will be grounds for termination of employment.

C. FAMILY OBLIGATIONS [24 CFR 982.551]

This section states the obligations of a family for continued assistance in a Section 8 Housing Choice Voucher Program. Violation of any of these obligations may result in termination of assistance.

I. Information – Program Integrity

- a. The family must supply any information that COPHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR 982.551). "Information" includes any requested certification, release or other documentation.
- b. The family must supply any information requested by COPHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
- c. The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230.
- d. The family must promptly notify COPHA if any family member no longer resides in the unit.
- e. If COPHA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or COPHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
- f. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.
- g. The family must supply any information or certification requested by COPHA to verify that the family is living in the unit, or relating to family absence from the unit, including any COPHA requested information or certification on the purposes of family absences. The family must cooperate with COPHA for this purpose.
- h. The family must promptly notify COPHA of absence from the unit.
- i. The family must not own or have any interest in the unit.
- j. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.

- k. The household members may not engage in drug-related criminal activity or violent criminal activity or other criminal activity, or abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. (See PHA One Strike Policy).
- l. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.
- m. Participants shall not allow their unit's address to be used for mail and/or any other purpose by persons not listed on the lease.
- n. All changes to the family's size i.e., birth, death, marriage, separation, etc., income, and any other changes shall be reported to COPHA in writing within 14 calendar days of change.
- o. Tenant must only pay amount given by the Housing Authority on the Certification or Contract Amendment for their monthly rental portion.

II. Inspection

- a. The family is responsible for an UPCS-V breach caused by the family as described in 982.404(b).
- b. The family must allow COPHA to inspect the unit at reasonable times and after reasonable notice.

The family shall inspect the dwelling unit's smoke detector(s) periodically during tenant(s)' occupancy. If, at any time, the tenant finds the smoke detector(s) not in operating condition, the tenant shall promptly notify the owner, and make any minor repairs to the smoke detector as approved by owner, such as the installation of a new battery. The tenant(s) shall not remove, dismantle or otherwise render the smoke detector(s) inoperable.

- c. Tenant shall keep the dwelling unit in a clean and sanitary condition and on termination of the lease surrender the dwelling unit to lessor in as good condition as it is on the beginning date of the lease, reasonable wear and tear and damage by the elements excepted.
- d. Tenant shall immediately notify owner of defect, dilapidation, or dangerous conditions of the property. Notification may include written notice to owner with a copy to the COPHA. Tenant must promptly reimburse owner for the cost of any repairs to the dwelling unit caused by tenant's negligence or misuse or misuses by any of the tenant's guests, invitees or licensees.

III. Lease Violations

- a. The family may not commit any serious or repeated violations of the lease.
- b. The family must notify the owner and, at the same time, notify COPHA before the family moves out of the unit or terminates the lease upon notice to the owner.
- c. The family must promptly give COPHA a copy of any owner eviction notice.
- d. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- e. The composition of the assisted family residing in the unit must be approved by COPHA. The family must promptly inform COPHA of the birth,

adoption or court-awarded custody of a child. The family must request COPHA approval to add any other family member as an occupant of the unit.

- f. The family must not sublease or let the unit.
- g. The family must not assign the lease or transfer the unit.
- h. Tenant shall have current garbage, water and PG&E service at all times and must provide proof to COPHA staff when requested.
- i. Water, PG&E and garbage services that are payable by Tenant as stated in the lease shall be in the head of household or other adult household member's name.

IV. Certification

- a. I/we understand that all information supplied by the family must be true and complete. In compliance with Title 18, U.S.A.C. 1001.
 - Title 18, U.S.A.C 1001, provides in part that whoever knowingly and willfully makes or uses a document containing any false, fictitious or fraudulent statement or entry in any matter in the jurisdiction of any department or agency of the United States shall be fined not more than \$10,000 or imprisoned for not more than five (5) years or both.
- b. I/we have read and understand these family obligations. I/we understand failure to comply with any of the family obligations aforementioned may result in the termination of my/our assistance.

Housing Authority Discretion [24 CFR 982.552(c)]

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, COPHA has discretion to consider all of the circumstances in each case, including the seriousness of the case. COPHA will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation occurred. COPHA may also review the family's more recent history and record of compliance, and the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

Enforcing Family Obligations

Explanations and Terms: The term "promptly" when used with the family obligations always means "within days." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

UPCS-V Breach: The inspector will determine if an UPCS-V breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given extensions to cure UPCS-V breaches.

Lease Violations: The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

- If the owner terminates tenancy through court action for serious or

repeated violation of the lease.

- If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and COPHA determines that the cause is a serious or repeated violation of the lease based on available evidence.
- If there are police reports, neighborhood complaints or other third-party information that has been verified by COPHA and the owner terminates the tenancy.
- Nonpayment of rent is considered a serious violation of the lease.

Notification of Eviction: If the family requests assistance to move and they did not notify COPHA of an eviction within 30 calendar days of receiving the Notice of Lease Termination, the move may be denied.

Proposed Additions to the Family: COPHA will deny a family's request to add additional family members who are:

Persons who have been evicted from federally assisted housing for drug-related criminal activity within three years of applying for assistance to COPHA's Housing Choice Voucher Program.

Persons who have previously violated a family obligation listed in 24 CFR 982.51 of the HUD regulations.

Persons who have been part of a family whose assistance has been terminated under the Housing Choice Voucher program.

Persons who commit drug-related criminal activity or violent criminal activity.

Persons who do not meet COPHA's definition of family.

Persons who commit fraud or have committed, bribery or any other corrupt or criminal act in connection with any federal housing program in the last three years reviewed by COPHA.

Persons who currently owe rent or other amounts to COPHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Persons who have engaged in or threatened abusive or violent behavior toward COPHA or City personnel.

Persons who have ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

Persons who are subject to lifetime registration as a sex offender under a state registration program.

Family Member Moves Out: Families are required to notify COPHA if any family member leaves the assisted household. When the family notifies COPHA, they must furnish the following information:

- The date the family member moved out.
- A statement as to whether the family member is temporarily or permanently absent.

Limitation on Profit-Making Activity in Unit: If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.

If COPHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.

If COPHA determines the business is not legal, it will be considered a program violation.

Interest in Unit: The owner may not reside in the assisted unit regardless of whether (s)he is a member of the assisted family, unless the family owns the mobile home and rents the pad or is a participant in the Section 8 Homeownership Program.

Fraud: In each case, COPHA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

D. PROCEDURES FOR NON-CITIZENS [24 CFR 5.514, 5.516, 5.518]

Denial or Termination due to Ineligible Immigrant Status

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. COPHA must offer the family an opportunity for a hearing. (See "Eligibility for Admission" chapter, section on Citizenship/Eligible Immigration Status.)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

False or Incomplete Information

When COPHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted/completed and the individual will be given an opportunity to present relevant information.

COPHA will deny or terminate assistance based on the submission of false information or misrepresentation.

Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with COPHA either after the INS appeal or in lieu of the INS appeal.

After COPHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

E. ZERO (\$0) ASSISTANCE TENANCIES

COPHA has no liability for unpaid rent or damages, and the family may remain in the unit at \$0 assistance for up to 180 calendar days after the last HAP payment. If the family is still in the unit after 180 calendar days, the assistance will be terminated. If, within the **180-day** timeframe, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, COPHA will resume assistance payments for the family.

In order for a family to move to another unit during the 180 calendar days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION [24 CFR 982.551, 982.552(c)]

If the family has misrepresented any facts that caused COPHA to overpay assistance, COPHA will terminate assistance or offer a Repayment Agreement.

G. MISREPRESENTATION IN COLLUSION WITH OWNER [24 CFR 982.551, 982.552 (c)]

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, COPHA will deny or terminate assistance.

In making this determination, COPHA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

H. MISSED APPOINTMENTS AND DEADLINES [24 CFR 982.551, 982.552 (c)]

It is a Family Obligation to supply information, documentation, and certification as

needed for COPHA to fulfill its responsibilities. COPHA schedules appointments and sets deadlines in order to obtain the required information. The Family Obligations also require that the family allow COPHA to inspect the unit, and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying COPHA, in writing, the family

may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow COPHA to inspect the unit.

The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Plan.

Appointments will be scheduled in advance and time requirements will be imposed for the following events and circumstances:

- Eligibility for Admissions
- Verification Procedures
- Voucher Issuance and Briefings
- Housing Quality Standard Inspections
- Recertifications, both Annual and Interim
- Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

- Medical emergency - physician's statement required
- Family emergency - must be medical (physician's statement may be required) or death related (obituary may be required)
- Employment obligations (excuse for missed appointments only) – may require a letter from employer

Procedure when Appointments are Missed or Information not Provided

For most purposes in this Plan, the family will be given an opportunity before being issued a notice of termination or denial for breach of a family obligation. After issuance of the termination notice, if the family corrects the breach within the time allowed to request a hearing, the termination will be rescinded.

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CHAPTER 16

OWNER DISAPPROVAL AND RESTRICTION

[24 CFR 982.54, 982.306, 982.453]

INTRODUCTION

It is the policy of COPHA to recruit owners to participate in the Voucher program. COPHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of COPHA. The regulations define when COPHA must disallow an owner participation in the program, and they provide COPHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER [24 CFR 982.306, 982.54(d)(8)]

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

COPHA will disapprove the owner for the following reasons:

- HUD has informed COPHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed COPHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- HUD has informed COPHA that a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
- Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. COPHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability should the unit meet the needs of the disabled person.
- In cases where the owner and tenant bear the same last name, COPHA may, at its discretion, require the family and/or owner to certify whether they are related to each other in any way.
- The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

- The owner has engaged in drug-related criminal activity or any violent criminal activity.
- The owner has a history or practice of non-compliance with the UPCS-V for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
- The owner has a history or practice of renting units that fail to meet State or local housing codes.
- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - Threatens the right to peaceful enjoyment of the premises by other residents;
 - Threatens the health or safety of other residents, of employees of COPHA and the City or of owner employees or other persons engaged in management of the housing.
 - Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
 - Is drug-related criminal activity or violent criminal activity.
- The owner has not paid State or local real estate taxes, fines or assessments.
- The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

B. OWNER RESTRICTIONS AND PENALTIES [24 CFR 982.453]

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, COPHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. COPHA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner COPHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

See Program Integrity Addendum for guidance as to how owner fraud will be handled.

C. CHANGE IN OWNERSHIP

A change in ownership does not require execution of a new contract.

COPHA may deny approval of assignment of the contract, for any of the reasons listed in Section A. of this chapter.

COPHA will process a change of ownership only upon the written request of the new owner and only if accompanied by the following:

- A copy of a document showing the transfer of title; and/or
- A copy of the recorded deed; and
- The Federal Identification Number or Social Security number of the new owner; and
- A copy of DMV picture ID or Passport.

COPHA will process a change of ownership only upon the written request of the new owner. Along with the written request, owners are required to provide proof of transfer of title, a copy of the recorded deed, the new owner's Federal Identification number or Social Security number and copy of a picture ID. In the case where ownership is transferred through foreclosure, the new owner is obligated under the old HAP contract.

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CHAPTER 17

OWNER OR FAMILY DEBTS TO COPHA [24 CFR 982.552]

INTRODUCTION

This chapter describes COPHA's policies for the recovery of monies which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is COPHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support COPHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to COPHA, COPHA will make every effort to collect it. COPHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits/Criminal suits
- Payment agreements
- Collection agencies
- Credit bureaus

A. COPHA DOES NOT ENTER INTO REPAYMENT PLANS WITH OWNERS

Any amounts due to COPHA from a property owner must be paid in full. COPHA reserves the right to deduct any overpayments from other active accounts in accordance with the HAP Contract and HUD regulations and will not enter into a Repayment Plan.

B. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION [24 CFR 982.163]

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

Family Error/Late Reporting

Families who owe money to COPHA due to the family's intentional failure to

report increases in income may be terminated.

Program Fraud

Families who owe money to COPHA due to program fraud will be required to pay the amount in full.

C. OWNER DEBTS TO COPHA [24 CFR 982.453(b)]

If COPHA determines that the owner has retained housing assistance payments the owner is not entitled to, COPHA may reclaim the amounts from future housing assistance owed the owner for any units under contract.

If future housing assistance payments are insufficient to reclaim the amounts owed, COPHA will:

- Require the owner to pay the amount in full.
- Restrict the owner from future participation.
- Send the unreimbursed amounts to collections.

D. WRITING OFF DEBTS

Debts will be written off if:

- The debtor's whereabouts are unknown and the debt is more than **7 years old**.
- A determination is made that the debtor is judgment proof.
- The debtor is deceased.

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CHAPTER 18

COMPLAINTS AND APPEALS

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of COPHA. This chapter describes the policies, procedures and standards to be used when families disagree with a COPHA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of COPHA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO COPHA

COPHA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. COPHA requires that complaints other than UPCS-V violations be put in writing. A complaint form may be obtained by contacting COPHA's central office or on COPHA's website. UPCS-V complaints may be reported by telephone, in person or in writing. All complaints will be addressed in accordance the Plan and will be referred back to the appropriate "chain of command" level.

COPHA hearing procedures will be provided to families in the briefing packet.

Categories of Complaints

Complaints from families: If a family disagrees with an action or inaction of COPHA or owner, the family will be referred to the appropriate administrator. If the complaint is not resolved by the direct supervisor, the complaint will be referred to the next higher-level administrator.

Complaints from owners: If an owner disagrees with an action or inaction of COPHA or a family, the complaint will be referred to the appropriate administrator. If the complaint is not resolved by the direct supervisor, the complaint will be referred to the next higher-level administrator.

Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules, the complaint will be referred to the appropriate administrator.

Complaints from the general public: Complaints or referrals from persons in the community in regard to COPHA, a family or an owner will be referred to the appropriate administrator.

B. PREFERENCE DENIALS

Preferences not verified will be denied.

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS [24 CFR 982.54(d)(12), 982.554]

Informal Reviews are provided for applicants who are denied assistance before the effective date of the HAP contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal review.

When COPHA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

- The reason(s) they are ineligible,
- The procedure for requesting an informal review if the applicant does not agree with the decision and
- The time limit for requesting an informal review.

COPHA must provide applicants with the opportunity for an informal review of decisions denying:

- Qualification for preference
- Inclusion on COPHA's waiting list
- Issuance of a voucher
- Participation in the program
- Assistance under portability procedures

Informal reviews are not required for established policies and procedures and COPHA determinations such as:

- Discretionary administrative determinations by COPHA
- General policy issues or class grievances
- A determination of the family unit size under COPHA subsidy standards
- Refusal to extend or suspend a voucher
- An COPHA determination not to grant approval of the tenancy
- Determination that unit is not in compliance with UPCS-V
- Determination that unit is not in accordance with UPCS-V due to family size or composition

If COPHA determines the applicant, is no longer eligible; COPHA shall notify the applicant in writing within 10 working days of such determination.

The applicant has **10 working days** from the date of the notice to submit a written request, with a brief explanation, to COPHA for an informal review.

Procedure for Informal Review

A request for an informal review must be received in writing by the close of the business day, no later than 10 working days from the date of COPHA's

notification of denial of assistance. The informal review will be scheduled within 30 calendar days from the date the request is received.

The informal review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The review may be conducted by a staff person who is at the Supervisor level or above.

The applicant will be given the option of presenting oral or written objections to the decision. Both COPHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A notice of the informal review findings will be provided in writing to the applicant within 14 calendar days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

D. INFORMAL HEARING PROCEDURES FOR PARTICIPANTS [24 CFR 982.555(a-f), 982.54(d)(13)]

When COPHA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. COPHA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of COPHA;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for COPHA's decision.
- The procedures for requesting an informal hearing if the family disputes the action or decision;
- The time limit for requesting the informal hearing.
- To whom the informal hearing request should be addressed
- A copy of COPHA's informal hearing procedures
- COPHA must provide participants with the opportunity for an informal hearing for decisions related to any of the following COPHA determinations:
 - Determination of the family's annual or adjusted income and the computation of the housing assistance payment
 - Appropriate utility allowance used from schedule

- Family unit size determination under COPHA's subsidy standards
- Determination to terminate assistance for any reason.
- COPHA must always provide the opportunity for an informal hearing before final termination of assistance.

Informal hearings **are not required** for established policies and procedures and COPHA determinations such as:

- Discretionary administrative determinations by COPHA
- General policy issues or class grievances
- Establishment of COPHA's schedule of utility allowances for families in the program
- COPHA determination not to approve an extension or suspension of a voucher term
- COPHA determination not to approve a unit or lease
- COPHA determination that an assisted unit is not in compliance with UPCS-V (COPHA must provide hearing for family breach of UPCS-V because that is a family obligation determination)
- COPHA determination that the unit is not in accordance with UPCS-V because of the family size
- COPHA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

COPHA shall continue payments for 30 calendar days after the outcome of the informal hearing and send the owner notification.

Notification of Hearing

It is COPHA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, COPHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When COPHA receives a request for an informal hearing, a hearing shall be scheduled as expeditiously as possible. The notification of hearing will contain:

- The date and time of the hearing
- The location where the hearing will be held
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense
- The right to view any documents or evidence in the possession of COPHA upon which COPHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing.
- A notice to the family that COPHA will request a copy of any documents or evidence the family will use at the hearing. The presence of parties who are not witnesses or other family representatives are not allowed at the Informal Hearing procedures.

COPHA's Hearing Procedures

After a hearing date is set, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict or situations which seriously affects the health, safety or welfare of the family.

Families have the right to:

- Present written or oral objections to COPHA's determination.
- Examine the documents in the file which are the basis for COPHA's action, and all documents submitted to the Hearing Officer;
- Copy any relevant documents at their expense;
- Present any information or witnesses pertinent to the issue of the hearing;
- Request that COPHA staff be available or present at the hearing to answer questions pertinent to the case; and
- Be represented by legal counsel, advocate, or other designated representative at their own expense.
- If the family requests copies of documents relevant to the hearing, COPHA will make the copies for the family and assess a charge as set out in our Administrative Rules. In no case will the family be allowed to remove the file from COPHA's office.

In addition to other rights contained in this Chapter, COPHA has a right to:

- Present evidence and any information pertinent to the issue of the hearing;
- Be notified if the family intends to be represented by legal counsel, advocate, or another party;
- Examine and copy any documents to be used by the family prior to the hearing;
- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

The informal hearing shall be conducted by the Hearing Officer appointed by COPHA who is neither the person who made or approved the decision, nor a subordinate of that person.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of COPHA shall take effect and another hearing may not be granted.

The Hearing Officer will determine whether the action, inaction or decision of COPHA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to COPHA staff and the family within 14 working days and shall include:

- A clear summary of the decision and reasons for the decision;
- If the decision involves money owed, the amount owed documentation of the calculation of monies owed is provided;
- The date the decision goes into effect.

COPHA is not bound by hearing decisions (24 CFR 982.555 (f)(3):

- Which concern matters in which COPHA is not required to provide an opportunity for a hearing;
- Which conflict with or contradict HUD regulations or requirements;
- Which conflict with or contradict Federal, State or local laws; or
- Which exceed the authority of the person who conducts the hearing.

COPHA shall send a letter to the participant if it determines COPHA is not bound by the Hearing Officer's determination within 14 calendar days of the Hearing Officer's notification to the family. The letter shall include COPHA's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS" [24 CFR Part 5, Subpart E]

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the COPHA hearing is pending but assistance to an applicant may be delayed pending the COPHA hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system

and manual search do not verify the claim, COPHA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with COPHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give COPHA a copy of the appeal and proof of mailing or COPHA may proceed to deny or terminate. The time period to request an appeal may be extended by COPHA for good cause.

The request for an COPHA hearing must be made within 14 calendar days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within 14 calendar days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members COPHA will:

- Deny the applicant family
- Terminate the participant if the family does not qualify for deferral
- If there are eligible members in the family, COPHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status

for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES [24 CFR 982.204, 982.552(c)]

When applicants are denied placement on the waiting list, or COPHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

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CHAPTER 19

PROJECT-BASED VOUCHER (PBV) PROGRAM [24 CFR 983]

INTRODUCTION [24 CFR 983.5]

The project-based voucher (PBV) program allows PHAs that already administer a tenant-based voucher program under an Annual Contributions Contract (ACC) with HUD to take up to 20 percent of its Consolidated Annual Contributions Contract authorized units and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. HOTMA also established a 10 percent exception to this program cap. PHAs may only operate a PBV program if doing so is consistent with the Annual Plan, and the goal of de-concentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)].

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, all policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants. [24 CFR 983.2]

PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52]. If PBV units are already selected for project-based assistance either under an “Agreement to enter into HAP Contract” (AHAP) or a HAP contract, the housing authority is not required to reduce the number of these units under HAP contract if the amount of budget authority is subsequently reduced. It is noted that while the number of units does not need to be reduced, HAP contracts cannot be renewed if more than 20 percent of the base allocation is utilized for PBV. COPHA, however, is responsible for determining the amount of budget authority that is available for project-based vouchers and ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC [24 CFR 983.6].

A. RELOCATION REQUIREMENTS [24 CFR 983.7]

Any persons displaced as a result of implementation of the PBV program will be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) [42U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. COPHA will not use voucher program funds to cover relocation costs, but may use their administrative fee reserve to pay for relocation expenses after all other program

administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes also will be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of COPHA to ensure the owner and any representatives of the owner, such as a property manager, comply with these requirements.

B. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]

Owners and property managers must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a).

In addition, COPHA will comply with the Agency Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o).

C. PBV OWNER PROPOSAL SELECTION PROCEDURES [24 CFR 983.51]

COPHA will select PBV proposals in accordance with the selection procedures in this Administrative Plan. COPHA will select PBV proposals by either of the following two methods.

Request for PBV Proposals.

The COPHA or the City of Pittsburgh may solicit proposals by using a **Request For Proposals (RFP)** to select proposals on a competitive basis in response to COPHA's request.

Proposals may not be limited to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.

COPHA's selection of a proposal previously selected based on a competition.

This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection

proposal did not involve any consideration that the project would receive PBV assistance.

Solicitation and Selection of PBV Proposals [24 CFR 983.51(b) and (c)]

COPHA procedures for selecting PBV proposals are designed and operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by COPHA.

COPHA Request for Proposals for Rehabilitated, Existing and/or Newly Constructed Units

The COPHA will advertise its request for proposals (RFP) for rehabilitated, existing and/or newly constructed housing in one of the following newspapers:

- ***East County Times/Bay Area Newsgroup***
- ***Contra Costa Times***

In addition, COPHA will post the RFP and proposal submission and selection procedures on its website (www.ci.pittsburg.ca.us).

COPHA will publish its notice at least once in the newspapers mentioned above. The notice will specify the number of units COPHA estimates that it will be able to assist under the funding the COPHA has available.

Proposals will be due in the COPHA office by close of business no less than three weeks from the date of publication.

In order for the proposal to be considered, the owner or owner's designee (hereinafter referred to as "owner") must submit the proposal to the COPHA by the published deadline date and time, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed. All proposals will be time and date stamped upon submission.

The COPHA will rate and rank proposals for rehabilitated, newly constructed and/or existing housing using the criteria listed on the Ranking and Selection Checklist in the RFP advertisement. An application that does not meet the minimum points in each category will not be considered.

The minimum number of points an application must have to proceed in the process is 60 % of the total maximum available points. If there are a limited number of vouchers available, as stated in the RFP, the vouchers will be awarded to the applicant with the highest number of points. In the event of a tie, the date and time of submission will be the tie-breaker.

The Ranking and Selection Checklist will include, but is not limited to, the following scoring components:

- Site location adequacy (such as proximity to transit, recreation and parks, libraries, supermarkets, community centers, pharmacies, and other mainstream services);

- Design adequacy (amenities and physical layout of project to meet the needs of the population served);
- Project Feasibility – Financial;
- Project Feasibility – Developer and Management experience;
- Owner experience and capability to build or rehabilitate housing as identified in the RFP;
- Extent to which the project furthers the goal of deconcentrating poverty and expanding housing and economic opportunities;
- Social Services provided onsite; and
- Other criteria stated in the RFP.

Ineligible Housing Types [24 CFR 983.53]

COPHA will not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes or pads; and transitional housing or any public housing units.

In addition, the COPHA will not attach or pay PBV assistance for a unit occupied by an owner and the COPHA will not select or enter into an AHAP or enter into a HAP contract for a unit occupied by a family ineligible for participation in the PBV program.

Other ineligible properties are as follows:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD.

D. SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55]

COPHA will provide PBV assistance only in accordance with HUD subsidy layering regulations [24 CFR 4.13] and other requirements. The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

A subsidy layering review is not required for existing housing.

COPHA will submit the necessary documentation to HUD for a subsidy layering

review for new construction and rehabilitation projects. COPHA will not enter into an AHAP contract until HUD (or an independent entity approved by HUD) has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements.

The HAP contract will contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

If before or during the HAP contract, the owner receives additional HUD or other governmental assistance for the project that results in an increase in project financing in an amount that is equal to or greater than 10 percent of the original development budget, the Owner must report such changes to the PHA and the PHA must notify HUD that a further subsidy layering review is required.

E. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT

COPHA will not expend more than 20% of its program funding for setting aside units for all PBV. COPHA will not select a proposal to provide PBV assistance for units in a project or enter into an AHAP or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than 25 percent of the number of dwelling units (assisted or unassisted) in the project.

F. EXCEPTIONS TO 25 PERCENT PER PROJECT CAP [24 CFR 983.56(b)]

Exceptions are allowed and PBV units are not counted against the 25 percent per project cap if:

- The units are in a single-family building, defined by HUD as any building with one to four units;
- The units are *excepted units* in a multifamily building because they are specifically made available for elderly or disabled families or families receiving supportive services (also known as *qualifying families*).

Supportive Services

The types of supportive services offered to families for a project to qualify for the exception are those intended to promote self-sufficiency, including:

- • Outreach
- • Case management, counseling
- • Health care, psychiatric and mental health care, substance abuse treatments
-

- Life skills, parenting skills
- Child care, transportation, housing search assistance, budgeting
- Employment assistance, job training/placement
- Education, vocational opportunities

Supportive services do not have to be provided at the project site. To qualify, a family must have at least one member receiving at least one qualifying supportive service. Elderly, disabled, and families receiving supportive services are all “qualifying families.”

G. NEW CONSTRUCTION SITE AND NEIGHBORHOOD STANDARDS [24 CFR 983.57(e)]

In order to be selected for PBV assistance, a site for newly constructed housing must meet the following HUD-required site and neighborhood standards:

- The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- The site must have adequate utilities and streets available to service the site;
- The site must have adequate utilities and streets available to service the site;
- The site must not be located in an area of minority concentration unless COPHA determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;
- The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area;
- The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low income persons;
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;
- The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely

of unassisted similar units; and

- Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

H. ENVIRONMENTAL REVIEW [24 CFR 983.58]

Activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The *responsible entity* (i.e., City of Pittsburgh) is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). COPHA will not enter into an AHAP contract nor enter into a HAP contract until it has complied with the environmental review requirements.

COPHA requires the owner to carry out mitigating measures required by the City of Pittsburgh (or HUD, if applicable) as a result of the environmental review.

I. UNIFORM PHYSICAL CONDITION STANDARDS FOR VOUCHERS [24 CFR 983.101]

The Uniform Physical Condition Standards for Vouchers (UPCS-V) for the tenant-based program also apply to the PBV program.

Lead-based Paint [24 CFR 983.101(c)]

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

Pre-HAP Contract Inspections [24 CFR 983.103(b)]

COPHA will inspect each contract unit before execution of the HAP contract and will not enter into a HAP contract covering a unit until the unit fully complies with UPCS-V.

J. AGREEMENT TO ENTER INTO HAP CONTRACT (AHAP)

In order to offer PBV assistance in rehabilitated or newly constructed units, COPHA will enter into an agreement to enter into an AHAP contract with the owner of the property. The Agreement will be in the form required by HUD [24 CFR 983.152(a)].

In the AHAP, the owner agrees to develop the PBV contract units to comply with UPCS-V, and the COPHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, COPHA will enter

into a HAP contract with the owner for the contract units [24 CFR 983.152(b)].

Content of the Agreement [24 CFR 983.152(c)]

- At a minimum, the AHAP will describe the following features of the housing to be developed and assisted under the PBV program:
- Site and the location of the contract units;
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
- An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements will be included in the description of work to be performed under the Agreement;
- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement. For rehabilitated units, the description will include the rehabilitation work write up and, where determined necessary by COPHA, specifications and plans. For new construction units, the description will include the working drawings and specifications.
- Any additional requirements for quality, architecture, or design over and above UPCS-V.

Execution of the AHAP [24 CFR 983.153]

The AHAP will be executed “promptly” after COPHA's notice of proposal selection to the selected owner. COPHA, however, will not enter into the AHAP with the owner until the subsidy layering review is completed.

Likewise, COPHA will not enter into the AHAP until the environmental review is completed and COPHA has received environmental approval. This requires the selected owner to have completed the necessary reviews for the project and be ready to enter into an AHAP within one year from the date of notification that the project is awarded PBV assistance.

COPHA has the option to grant an extension to this one-year limit provided the owner can demonstrate that progress is being made and that the project will go to AHAP within the extended time frame.

K. CONDUCT OF DEVELOPMENT WORK

Labor Standards [24 CFR 983.154(b)]

If an AHAP covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations.

Equal Opportunity [24 CFR 983.154(c)]

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

Owner Disclosure [24 CFR 983.154(d) and (e)]

The AHAP and HAP contracts must include a certification by the owner that the owner and other project principals are not on the U.S. General Services

Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the AHAP and HAP contracts or HUD regulations.

L. COMPLETION OF HOUSING

The AHAP will specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The AHAP will also specify the deadline for submission by the owner of the required evidence of completion.

Evidence of Completion [24 CFR 983.155(b)]

At a minimum, the owner must submit the following evidence of completion to COPHA in the form and manner required:

- Owner certification that the work has been completed in accordance with UPCS-V and all requirements of the AHAP;
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing; and
- Certificate of Occupancy (for new construction) or Final Building Permit (for rehabilitation projects) from the City of Pittsburgh.

Acceptance of Completed Units [24 CFR 983.156]

Upon notice from the owner that the housing is completed, the COPHA will inspect the housing to determine if it has been completed in accordance with the AHAP, including compliance with UPCS-V and any additional requirements imposed under the AHAP. COPHA will also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the AHAP, COPHA will not enter into the HAP contract.

If COPHA determines the work has been completed in accordance with the AHAP and the owner has submitted all required evidence of completion, the HAP contract must then be executed with the owner.

The owner must be ready and willing to sign the HAP contract within 60 (sixty) days from the date COPHA has completed UPCS-V inspections, found the units in compliance, and notified the owner.

M. HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)

COPHA will enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. The HAP contract will be in the form required by HUD [24 CFR 983.202].

HAP Contract Requirements and Information [24 CFR 983.203]

The HAP contract will specify the following information:

- The total number of contract units by number of bedrooms;
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to
- clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;

- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any building that will exceed the 25 percent per project cap, which will be set-aside for occupancy by qualifying families; and;
- The initial rent to owner for the first 12 months of the HAP contract term.

Execution of the HAP Contract [24 CFR 983.204]

COPHA will not enter into a HAP contract until each contract unit has been inspected and determined that the unit complies with Uniform Physical Condition Standards for Vouchers

(UPCS-V).

For existing housing, the HAP contract will be executed “promptly” after the selection of the owner proposal and inspects the housing units. “Promptly,” in this case, means that the owner must be ready and willing to sign the HAP contract within 60 (sixty days) from the date COPHA has completed UPCS-V inspections, found the units in compliance, and has notified the owner of its selection decision.

For newly constructed or rehabilitated housing, the HAP contract will be executed after COPHA has inspected the completed units, determined that the units have been completed in accordance with the AHAP, and the owner furnishes all required evidence of completion.

For rehabilitated or newly constructed housing, the HAP contract will be executed within 60 (sixty days) of the determination that the units have been completed in accordance with the AHAP, all units meet UPCS-V, and the owner has submitted all required evidence of completion.

Term of HAP Contract [24 CFR 983.205]

COPHA will enter into a HAP contract with an owner for an initial term of no less than one year and no more than 15 years.

The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis within HUD parameters.

COPHA may agree to enter into an extension of the HAP contract at the time of

the initial HAP contract execution or any time before the expiration of the contract if COPHA determines an extension is appropriate to continue providing affordable housing for low income families.

The maximum aggregate term for an extension of the HAP contract is **15 years**. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension.

- When determining whether or not to extend an expiring PBV contract, COPHA will consider several factors including, but not limited to:
- The cost of extending the contract and the amount of available budget authority;
- The condition of the contract units;
- The owner's record of compliance with obligations under the HAP contract and lease(s);
- Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and
- Whether the funding could be used more appropriately for tenant-based assistance.

Termination by COPHA [24 CFR 983.205(c)]

The HAP contract will provide that the term of COPHA's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by the COPHA in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

If it is determined that there may not be sufficient funding to continue housing Assistance payments for all contract units and for the full term of the HAP contract, COPHA may terminate the HAP contract by notice to the owner. The termination will be implemented in accordance with HUD instructions.

Termination by Owner [24 CFR 983.205(d)]

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to COPHA. In this case, families living in the contract units must be offered tenant-based assistance.

Section 2835 (a) (1) (E) of the Housing and Economic Recovery Act of 2008, (HERA) amends Section 8 (o) (13) (I) of the U. S. Housing Act of 1937 to make permissive a HAP Contract provision that the maximum rent on a unit shall not be less than the initial rent. With the publication of HUD's final guidance on this issue, COPHA shall limit rent reductions to the initial HAP rents.

Remedies for UPCS-V Violations [24 CFR 983.207(b)]

COPHA will not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with UPCS-V. If COPHA determines that a contract does not comply with UPCS-V, COPHA will abate and terminate

PBV HAP contracts for non-compliance with UPCS-V in accordance with the policies used in the tenant-based voucher program.

N. AMENDMENTS TO THE HAP CONTRACT

Substitution of Contract Units [24 CFR 983.207(a)]

COPHA will amend the HAP contract to substitute a different unit, if the unit has the same number of bedrooms in the same building, is UPCS-V compliant, and meets all PBV requirements for a previously covered contract unit. Before any such substitution can take place, COPHA will inspect the proposed unit and determine the reasonable rent for the unit.

Addition of Contract Units [24 CFR 983. 207(b)]

At COPHA's discretion and subject to the restrictions on the number of dwelling units that can receive PBV assistance per project and on the overall size of COPHA's PBV program, a HAP contract may be amended during the three-year period following the execution date of the HAP contract to add additional PBV units in the same building. This type of amendment is subject to all PBV program requirements except that a new PBV proposal is not required.

COPHA will consider adding contract units to the HAP contract when COPHA determines that additional housing is needed to serve eligible low-income families. Circumstances may include, but are not limited to:

- The local housing inventory is reduced due to a disaster (either due to loss of housing units, or an influx of displaced families); and
- Voucher holders are having difficulty finding units that meet program requirements.

O. HAP CONTRACT YEAR, ANNIVERSARY AND EXPIRATION DATES [24CFR 983.207(c) and 983.302(e)]

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the

HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

P. OWNER RESPONSIBILITIES UNDER THE HAP [24 CFR 983.209]

When the owner executes the HAP contract, the owner certifies that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the
-
- premises and contract units in accordance with UPCS-V;
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by the COPHA, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit; and
- The family does not own or have any interest in the contract unit.

Q. ADDITIONAL HAP REQUIREMENTS

Housing Quality and Design Requirements [24 CFR 983.101(e) and 983.207(a)]

The owner is required to maintain and operate the contract units and premises in accordance with UPCS-V, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with COPHA and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

COPHA may elect to establish additional requirements for quality, architecture, or

design of PBV housing. Any such additional requirements must be specified in the RFP, AHAP contract and the HAP contract. These requirements must be in addition to, not in place of, compliance with UPCS-V.

COPHA will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. COPHA will specify

any special design standards or additional requirements in the invitation for PBV proposals, the AHAP contract, and the HAP contract.

Vacancy Payments [24 CFR 983.352(b)]

Vacancy Payments will be paid to the owner in accordance with the terms of the HAP contract.

If an assisted family moves out of the unit, the owner may keep the housing assistance payment payable for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

At the discretion of COPHA, the HAP contract may provide for vacancy payments to the owner for a determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month as determined by COPHA.

The vacancy payment to the owner for each month of the maximum two-month period will be determined by COPHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.

The PHA may make vacancy payments to the owner only if:

- The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and containing the date when the family moved out (to the best of the owner's knowledge and belief);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payment.

R. SELECTION OF PBV PROGRAM PARTICIPANTS

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. COPHA will determine an applicant family's eligibility for the PBV program in accordance with the policies in the selection from the waiting list.

Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

Eligibility for PBV Assistance [24 CFR 983.251(a) and (b)]

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and COPHA, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)].

COPHA authorizes owner administered site-based waiting lists for individual buildings, projects, or group of projects that receive PBV assistance.

COPHA may select families for the PBV program from those who are:

- Eligible households referred by the Veteran's Administration
- Eligible households pulled from the wait list who expressed interest in PBV. All applicants indicating interest in the PBV unit will be referred to the owner in the order in which they appear on the appropriate wait list.
- Applicants on a Project-Based Voucher site-based waiting list
- Eligible households who reside in the proposed PBV contract unit on the date the proposal is awarded

*** It is the owner's responsibility to screen an applicant family's suitability for tenancy.**

HUD VASH

VASH project-based applicants are selected based on certain requirements including health care eligibility, homelessness status, and income. Since 2008, beneficiaries are no longer required to be chronically mentally ill or have chronic

substance abuse disorders. However, chronically homeless veterans are a target population for HUD-VASH. Referrals are sent to COPHA from the Martinez VA to determine eligibility. Eligible households are then referred to the owner for suitability waiving the criminal activity component screening required for non-VASH households.

Non-Compliance with Supportive Services Requirement [24 CFR 983.257(c)]

If a family is living in a project-based unit that is excepted from the 25 percent per building cap on project-basing because of participation in a supportive services program (e.g., VASH), and the family fails to complete its supportive services requirement without good cause, such failure is grounds for lease termination by the owner.

COPHA will terminate housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements.

S. MOVES

Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.259]

If COPHA determines that a family is occupying a unit that is too small or too big, based on the COPHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, COPHA will notify the family and the owner of COPHA's determination of the family's need to move. COPHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

- PBV assistance in the same building or project;
- PBV assistance in another project; and
- Tenant-based voucher assistance.

COPHA will make two offers of available assistance to the family, if possible. For example, if a PBV unit is not available and a vacancy is not anticipated in the near future, COPHA may offer just tenant-based assistance.

If funding is not available for tenant-based assistance, the family will receive an offer as soon as funding becomes available and prior to issuance of vouchers from wait lists.

If the family does not accept the offer(s), COPHA will terminate the housing assistance payments for the wrong-sized or accessible unit with a 30-day notice.

If COPHA offers the family a tenant-based voucher, COPHA will terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by the COPHA).

When the COPHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 calendar days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not

move out within this 30-day time frame, COPHA will terminate the housing assistance payments at the expiration of this 30-day period.

COPHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

If COPHA terminates the housing assistance for the unit, COPHA has, at its discretion, the option to remove the unit, substitute another like unit, or allow the current unit to remain on the contract with no assistance payments.

Family Right to Move [24 CFR 983.260]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the COPHA either when assistance is transferred to tenant based or when the family plans to vacate the PBV unit without continued assistance.

If the family wishes to move with continued tenant-based assistance, the family must contact the COPHA to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, the COPHA will offer the family the opportunity for continued tenant-based assistance, in the form of a Housing Choice Voucher. If a voucher is not immediately available upon termination of the family's lease in the PBV unit, the COPHA will give the family priority to receive the next available voucher. The COPHA shall maintain a list of interested PBV participants who want to move with continued tenant-based HCV assistance.

Placement and ranking on the list will be on a first come, first served basis. The COPHA shall give preference on this list to Veterans Affairs Supportive Housing (VASH)-eligible households.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the Housing Choice Voucher assistance.

VACANCY PAYMENTS [24 CFR 983.352]

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. Vacancy payments also will be paid to the owner in accordance with the terms of the HAP contract and under the following conditions:

- Vacancy payments to the owner will be paid for up to two calendar months (based on a 30-day month) in an amount equal to the HAP for the family that last occupied that unit.

- The owner is not eligible to receive any vacancy payments beyond the second calendar month after the unit becomes vacant.
- The owner is not eligible to receive any vacancy payments if the unit does not meet Uniform Physical Condition Standards for Vouchers and/or if the owner is receiving payments in lieu of rent/HAP from any other source (e.g., insurance company).
- The owner will receive vacancy payments only if the vacancy is not the owner's fault and the owner has taken every feasible action to minimize the likelihood and length of the vacancy.

Meals and Supportive Services

The owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

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CHAPTER 20

PROGRAM INTEGRITY

[24 CFR 792.101 to 792.204, 982.54]

INTRODUCTION

COPHA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained.

COPHA will take all steps necessary to prevent errors, omissions, abuse, fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines COPHA's policies for the prevention, detection and investigation of program errors, omissions, waste, abuse and fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will COPHA undertake an inquiry or an audit of a participating family arbitrarily. COPHA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. COPHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, COPHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to COPHA's attention, to investigate such claims.

COPHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

- **Referrals, Complaints, or Tips.** COPHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.
- **Internal File Review.** A follow-up will be made if COPHA discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, COPHA's knowledge of the family, or is discrepant with statements made by the family.
- **Verification of Documentation.** A follow-up will be made if COPHA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information or

credit bureau reports, reports from other agencies).

B. STEPS COPHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

COPHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

Things You Should Know. This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify COPHA's expectations for cooperation and compliance.

Program Orientation Session. Mandatory orientation sessions will be conducted by COPHA staff for all prospective program participants, either prior to or upon issuance of a voucher. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Certification" to confirm that all rules and pertinent regulations were explained to them.

Resident Counseling. COPHA will routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

C. STEPS COPHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

COPHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Files will be selected randomly. Such reviews shall include, but are not limited to:

- Assurance that verification of all income and deductions is present.
- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file documents.
- Ratio between reported income and expenditures.
- All forms are correctly dated and signed.

Observation. COPHA Management and Occupancy Staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate

program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Observations will be documented in the family's file.

Public Record Bulletins may be reviewed by Management and Staff.

State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits

Income Verification Program. COPHA will conduct periodic computer data inquiries prior to recertification and upon reports of any change of income using HUD's Income Verification Program to detect unreported wages.

Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

- At the time of final eligibility determination
- When an allegation is received by COPHA wherein unreported income sources are disclosed.
- When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.
- When a participant reports zero income.

D. COPHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

COPHA staff will encourage all participating families to report suspected abuse.

All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. COPHA will not follow up on allegations which are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.

File Review. An internal file review will be conducted to determine:

- If the subject of the allegation is a client of COPHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if COPHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the Housing Specialist will initiate an investigation to determine if the allegation is true or false.

E. OVERPAYMENTS TO OWNERS

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, COPHA will terminate the Contract and arrange for restitution to COPHA as appropriate.

COPHA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay COPHA.

F. HOW COPHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If COPHA determines that an allegation or referral warrants follow-up, the Housing Specialist will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, COPHA will secure the written authorization from the program participant for the release of information.

Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

Verification of Credit. In cases where the financial activity conflicts with file data, a *Verification of Credit* form may be mailed to the creditor in order to determine the unreported income source.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to COPHA's review.

Other Agencies. Investigators, case workers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, COPHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Interviews with Head of Household or Family Members. COPHA will discuss

the allegation (or details thereof) with the Head of Household and/or adult family member(s) by scheduling an appointment at COPHA's office. A high standard of courtesy and professionalism will be maintained by the COPHA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

G. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY COPHA

Documents and other evidence obtained by COPHA during the course of an investigation will be considered "work product" and will either be kept in the participant's file, or in a separate "work file." In either case, the participant's file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among COPHA Staff unless they are involved in the process, or have information which may assist in the investigation.

H. CONCLUSION OF COPHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the appropriate staff persons. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

I. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, COPHA will review the facts to determine:

- The type of violation (procedural, non-compliance, fraud).
- Whether the violation was intentional or unintentional.
- What amount of money (if any) is owed by the family.
- If the family is eligible for continued occupancy.

J. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, COPHA will propose the most appropriate remedy based upon the type and severity of the violation.

Procedural Non-compliance. This category applies when the family "fails to" observe a procedure or requirement of COPHA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family.

Examples of non-compliance violations are:

- Failure to appear at a pre-scheduled appointment.
- Failure to return verification in time period specified by COPHA.

Warning Notice to the Family. In such cases a notice will be sent to the family which contains the following:

The action which will be taken by COPHA if the procedure or obligation is not complied with by the date specified.

Procedural Non-compliance - Overpaid Assistance. When the family owes money to COPHA for failure to report changes in income or assets, COPHA will initiate termination of assistance and inform the family of the right to disagree and the procedures for requesting an informal hearing.

Intentional Misrepresentations. When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by COPHA, COPHA will initiate termination of assistance and inform the family of the right to disagree and the procedures for requesting an informal hearing. In determining intentional misrepresentations, COPHA will evaluate whether or not:

- The participant had knowledge that his/her actions were wrong, and
- The participant willfully violated the family obligations or the law.

This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. This is accomplished by reviewing and presenting the participant(s) and applicant(s) with information of the program policies through the briefing process and at interim and annual certifications. The participant(s) and applicant(s) acknowledge the understanding of the program policies upon signing the “Verification of Briefing/Criminal History Certification”, the “Housing Choice Voucher”, the “Statement of Family Obligations”, the “Personal Declarations” and any other certification presented to them during their continued participation in the program.

The Participant Willfully Violated the Law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the participant of the misrepresentation.
- If the act was done repeatedly.
- If a false name or Social Security Number was used.
- If there were admissions to others of the illegal action or omission.
- If the participant omitted or concealed material facts which were known to him/her (e.g., employment of self or other household member).
- If the participant falsified, forged or altered documents.
- If the participant uttered and certified statements at an interim or annual certification which were later independently verified to be false.

If the participant failed to report changes in their circumstances within the fourteen (14) calendar days allotted to report changes, thus creating an overpayment of HAP.

Dispositions of Cases Involving Misrepresentations. In all cases of misrepresentations involving efforts to recover monies owed, COPHA may pursue, at its discretion depending upon its evaluation of the criteria stated above, one or more of the following actions:

Criminal Prosecution: If COPHA has established criminal intent, and the case meets the criteria for prosecution, COPHA will:

- Refer the case to local and/or federal prosecutors, and terminate rental assistance.

Administrative Remedies for Unreported Income:

COPHA may offer the participant an agreement to repay monies owed to COPHA. If the family agrees to and complies with the payment agreement, the family will be allowed to continue on the program.

Should the participant refuse to enter into a payment agreement with COPHA, COPHA will terminate housing assistance and demand restitution in full within fourteen (14) calendar days.

If the participant has repeatedly violated the program policies, omitted or concealed facts, falsified, forged, altered or misrepresented any statements and/or documents, COPHA may not offer a payment agreement but will proceed with termination of the participant's housing assistance.

COPHA will at their discretion review on a case by case basis the less severe cases whereas the violation did not cause an overpayment of HAP. In such cases the participant will be counseled in their responsibilities and given a written warning of their violation and/or non-compliance. Upon completion of counseling the participant will be permitted to continue assistance. Should the participant fail to act, repeatedly violate or be in non-compliance with the program policies, COPHA shall terminate their housing assistance.

K. OWNER OR FAMILY DEBTS TO COPHA [24 CFR 982.552]

INTRODUCTION

This section describes COPHA's policies for the recovery of monies overpaid for families to owners and overpayments made to owner in error because of abatements, termination of contract and fraud. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is COPHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before debt is assessed against a family or owner, the file must contain documentation to support COPHA's claim that the debt is owed. Further, the file must contain written documentation of the method of calculation in a clear format

for review by the owner, the family or to the interested parties.

When families or owners owe money to COPHA, COPHA will make every effort to collect it. COPHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Payment agreements
- Collection agencies
- Credit bureaus

L. PAYMENT AGREEMENT FOR FAMILIES [24 CFR 982.552 (c) (v-vii)]

A Payment Agreement as used in this Plan is a document entered into between COPHA and a person who owes money to COPHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to COPHA upon default of the agreement.

COPHA will prescribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to COPHA. The terms of the payment agreement will be:

- 1) 50% of debt paid by date set by COPHA;
- 2) The remaining balance to be paid in three (3) equal payments;
- 3) All payments will be made payable to COPHA by cashier's checks or money orders. Credit card and cash payments will be prohibited.

The circumstances in which COPHA will not enter into a payment agreement would be if the owner or family already has a Payment Agreement in place.

Terms of the Repayment Agreement may be modified by COPHA staff.

Late payments

A payment will be considered late if:

- The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

Consequences of late payments

If the family's payment is late, COPHA will:

- Require the family to pay the balance in full.
- Terminate the housing assistance and housing contract.
- If necessary COPHA will initiate further collection processes through civil suit, a collection agency or credit bureaus.

Prohibitions:

Any family requesting to port out of COPHA's jurisdiction while under a payment agreement will be prohibited to port out. COPHA may grant the portability request to the family if the family pays the balance in full.

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CHAPTER 21

SECTION 8 HOME OWNERSHIP PROGRAM

The Public Housing Reform Act of 1998 includes language that allows the United States Department of Housing and Urban Development (HUD) to assist Section 8 Housing Choice Voucher Program (HCVP) recipients to purchase a home. HUD published the Section 8 Homeownership Program Final Rule that implemented this option under Section 8(y) of the U.S. Housing Act of 1937 that authorized a public housing agency (PHA) to provide tenant-based assistance for an eligible family that purchases a home. The rule became effective on October 12, 2000. CFR 982.625(c) 1i enables the Housing Authority to provide monthly homeownership assistance payments to eligible families.

The Housing Choice Voucher (HCV) Homeownership Program (HOP) allows qualified participants the option to purchase a home and use the HCV Housing Assistance Payment (HAP) towards mortgage payments and other allowable housing costs. The total number of HCV Homeownership vouchers will be limited to no more than fifty (50). The purpose of the Homeownership Program Administrative Plan is to establish policies for carrying out the program in a manner consistent with HUD requirements and local objectives. The Plan covers both admission and participation in the program. The PHA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

The Housing Authority (COPHA) policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may fully access the housing program. Persons requiring special accommodations due to a disability must notify the COPHA, in writing, of their needs. In matters where the COPHA has discretion, waivers to existing policy shall be determined by the Executive Director or designee.

Applicants for the HCV HOP must meet all HUD requirements for HCV Homeownership, in addition to, eligible criteria established by the COPHA. Participation in the Homeownership Program is voluntary and is subject to the discretion of the COPHA.

A. ADMISSION TO THE HOMEOWNERSHIP PROGRAM

The HOP is available to qualified participants of the COPHA. Qualified participants are defined as, participants that have been on the COPHA's program for a minimum of one (1) year, in good standing with the COPHA, have acceptable credit as determined by the participating lender, no bankruptcies within the last 3 years prior to loan approval and demonstrates the ability to secure a mortgage for the purchase of an eligible unit under the HCV HOP.

B. FAMILY ELIGIBILITY REQUIREMENT

The HCV Homeownership Program is available to qualified Section 8 participants. Applicants must meet the following criteria to be considered for the COPHA HOP.

1. First Time Homeowner

An eligible Section 8 HCV family must be considered a first-time home buyer. A first-time home buyer means that no member of the household has had any interest or ownership in any residence during the three years before applying for homeownership assistance or at the commencement of participation in the homeownership program. The purchaser must sign a sworn application attesting that they have not owned a home. In addition, the last three years tax returns may be required to ascertain that no mortgage interest or real estate tax deductions have been claimed. Single parents or displaced homemakers who owned a home while married or resided in a home owned by a spouse also qualify as first- time homebuyers.

2. Minimum Income Requirements

Calculation of income-eligibility for the HCV Homeownership Program for the purpose of determining income-eligibility for admission to the program will be conducted under the guidelines for HCV rental assistance as noted in this Administrative Plan.

- a) The head of household, spouse or other adult member(s) of the household that will hold title to the home must have a combined annual gross income of not less than \$10,300 or 30% of the Median Family Income adjusted for the family size and must not exceed 80% of the Median Family Income as determined by HUD.
- b) A family that does not meet this requirement, but does meet all other HOP requirements, may request a waiver provided the family can demonstrate that:
 - Head of household, spouse or other adult member(s) of the household that will hold title to the home have a combined annual gross income of not less than the California State minimum wage multiplied by 2,000 and,
 - Family is able to secure a mortgage and the total housing cost to the family will not exceed thirty five percent (35%) of the family's total gross monthly income
- c) Welfare assistance may not be included in the minimum gross annual income above, except for elderly or disabled families. Welfare assistance includes payments from Temporary assistance for Needy

Families (TANF), Supplementary Security Income (SSI) that is subject to an income eligibility test, food stamps, general assistance (GA); or other welfare assistance as specified by HUD.

3. Minimum Employment Requirements

- a) One or more adult members of the household that will hold title to the home must be currently employed and working not less than average of 30 hours of per week and has been continuously employed for one (1) year prior to application to the HOP.
- b) Employment requirements do not apply to elderly or disabled families that otherwise qualify for HOP.
- c) A family with a member with disabilities may request an exemption from the work requirements if needed as a reasonable accommodation for the disabled family member.
- d) The COPHA may also consider whether and to what extent an employment interruption is considered permissible in satisfying the employment requirement. The COPHA may also consider successive employment during the one-year period and self-employment in a business.

4. Minimum down payment requirement

Each participating family must demonstrate the ability to provide the minimum down payment requirement. Funds that are required cannot come from any outside source; they must come directly from the borrower.

- a) At least one percent (1%) of the purchase price must come from the family personal resources.

5. Other requirements

- a) The family must have completed an initial HCV lease term and completed the family's first annual certification in the HCV Program. The family must terminate a current lease agreement in compliance with the lease when transitioning into homeownership.
- b) The family must verify that no family member has previously defaulted on a mortgage assisted under the HCV HOP

The head of household and any other adult members that will hold title to the home must successfully complete a counseling program that has been deemed acceptable by the COPHA. The COPHA may require ongoing counseling for participants in the program. Family members may not owe any debt to the COPHA or another housing authority.

- c) The family must maintain a good tenant standing with its landlord and the COPHA. This includes, but is not limited to:
- In compliance with HUD Family Obligations under the HCV Program
 - Adhering to the requirements of the lease agreement
 - No outstanding debts to the landlord or to any utility company;
 - Report all household income
 - Passing the most recent Uniform Physical Condition Standards for Vouchers (UPCS-V) inspection with no significant tenant caused failure items.

C. ELIGIBLE UNITS

HCV Homeownership assistance may be used to purchase units within the jurisdiction of the COPHA that are under construction or already existing at the time the COPHA issues a Homeownership Voucher to the eligible family.

1. Unit types

The following unit types may be purchased using the HCV HOP

- One unit property (single family residence)
- A single dwelling unit in a cooperative, condominium or planned use development.
- A manufactured home with a permanent foundation, if the family has the right to occupy the same site for a period of at least forty (40) years.
- The unit must be seller occupied or vacant for at least ninety (90) days; an exception is where the tenants are purchasing the unit in which they have been residing.

2. Uniform Physical Condition Standards for Vouchers

The unit must be inspected by the COPHA and satisfy the Uniform Physical Condition Standards for Vouchers (UPCS-V) for the HCV Program before HAP assistance can begin. The UPCS-V inspection will be completed prior to the independent inspection to prevent the family from the added expense of an inspection in the event the home has major damage or necessary repairs that the Seller will not agree to repair and/or the buyer, made aware of the repairs, no longer wishes to purchase the home.

In the event the subject property receives a public complaint after escrow closes, the COPHA reserves the right to do a UPCS-V

inspection. Annual UPCS-V inspection is not required for the HOP. However, the COPHA reserves the right to inspect the property due

to a violation in accordance with the 24 CFR 982.551 Family Obligations, complaints from Code or Law Enforcement, or possible mortgage default.

3. Independent inspection

The unit must be inspected by a licensed independent inspector designated and paid for by the family, and pre-approved by the COPHA. This inspection must cover, at a minimum, all major building systems and components including:

- **Foundation and structure**
- **Housing interior and exterior**
- **Roofing**
- **Plumbing**
- **Electrical systems**
- **Heating systems**

The COPHA must receive and approve a copy of the inspection report before HOP assistance will commence. The COPHA may disapprove a unit for assistance under the HOP because of information obtained through the inspection report, even if the unit passes the UPCS-V.

4. Other requirements for eligible units.

The seller of the home may not be on the HUD list of debarred and suspended contractors, or subject to a limited denial of participation under 24 CFR Part 24.

D. ISSUANCE OF VOUCHER

Once approved for participation in the HCV HOP, the family will be issued a HOP Voucher subject to the following requirements:

- The family must execute a statement in which the family agrees to comply with all family obligations under the Homeownership Option.
- The family must receive loan approval.
- The family must locate a home that meets criteria for the voucher homeownership assistance.
- The PHA must receive a copy of the fully executed purchase agreement
- The PHA may require the family unable to locate a suitable unit within 180 days to wait for one (1) year then reapply for the program.
- The PHA may grant an extension due to extenuating

- circumstances. Extension will be granted at the discretion of the PHA
- The family must report its progress towards locating and purchasing a unit if requested by the PHA.
- If the family submits a purchase contract to the PHA that is not approved due to reasons other than the family's lack of compliance, the PHA will add back the number of days to the Voucher that it took to review the contract.

E. PURCHASE AGREEMENT

The family must submit a copy the purchase agreement to the PHA. The family must enter into a purchase agreement before HOP assistance may commence.

The Purchase Agreement must include the following:

- Specify the purchase price and other terms of the sale by the seller to the purchaser.
- Provide that the purchaser will arrange for a pre-purchase inspection of the unit by an independent licensed inspector selected by the purchaser.
- State that the purchaser is not obligated to purchase the unit unless such inspections are satisfactory to both the PHA and purchaser.
- Provide that the purchaser is not obligated to pay for any necessary repairs.
- Provide that the purchaser is not obligated to purchase if the mortgage financing terms, or any other terms, are not approved by the PHA, and
- Contain a seller certification from the PHA that the seller has not been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- The sale price of the home must be affordable to the family, as determined by the PHA and the Lender.
- The price shall be considered affordable if the monthly homeownership expenses and payable by the family do not exceed 50% of the family's total monthly gross income.

F. FINANCING OF PURCHASE

The family must allow the COPHA to review the terms of the mortgage secured to purchase the property before close of escrow. The PHA may disapprove proposed financing, refinancing or other debt if the PHA determines that the debt is

unaffordable to the family or if the PHA determines that the lender or the loan terms do not meet PHA or HUD qualifications.

The family must locate and qualify for a mortgage that meets the following requirements:

- The mortgage must be determined to be affordable by the PHA.
- The PHA may take into account expenses such as interest, taxes and insurance when determining affordability. The family's portion of the monthly homeownership expenses may not exceed (50%) of the family's total monthly gross income. Homeownership expense will be calculated as indicated in section G of this action plan
- Short-term mortgages with large final "balloon payment" will not be allowed.
- Interest only mortgages will not be allowed
- Only fully amortized, fixed rate mortgages will be allowed.
- The PHA consider seller financing on a case by case scenario
- The family may not obtain private first mortgage financing from a family member or any other private source.
- The mortgage must be provided, insured, or guaranteed by the State or Federal government and comply with secondary mortgage market underwriting requirements.

G. CALCULATION OF HOMEOWNERSHIP ASSISTANCE PAYMENT

Calculation of income –eligibility for the HCV Homeownership Program for the purpose of determining income eligibility for admission to the program, or for determining the family's total tenant payment, or for determining the amount of the Homeownership Assistance Payment (HAP), will be conducted under the guidelines for HCV rental assistance as noted in this Administrative Plan, except as noted otherwise in this section.

1. Occupancy of home

The HAP will only be paid while the family resides in the home. If the family moves out of the home, the COPHA will discontinue payment of the HAP commencing with the month after the family moves out, unless there is a written agreement between the Lender and COPHA specifying a specific time period of notification prior to discontinuing the HAP.

- a) Amount of monthly homeownership assistance payment. While the family is residing in the home, the PHA shall pay a monthly

homeownership assistance payment on behalf of the family that is equal to the lower of the payment standard minus the total tenant payment; or the family's monthly homeownership expenses minus the total tenant payment.

- b) Initial Payment Standard. The initial payment standard for a family is the lower of the payment standard for the family unit size (Voucher size); or the payment standard for the size of the home
- c) Payment Standard for subsequent reexaminations. Reexaminations (interims and annual reexaminations) will use a Payment Standard that is the greater of the payment standard used at the commencement of homeownership assistance or the Payment Standard in effect at the time of the reexamination. At no time will the PHA use a Payment Standard less than the initial Payment Standard at the close of escrow.
- d) The PHA will use the same Payment Standard schedule, Payment Standard amounts, and Subsidy Standards for the HOP as for the rental voucher program.
- e) Exception rent areas. If the home is located in an exception payment standard area, the PHA must use the appropriate payment standard for the exception payment standard area.
- f) Affordability of housing costs. Total monthly homeownership expenses payable by the family, as defined in (g) below, must be less than (50%) of the family's total gross income.
- g) Homeownership expenses. The PHA will use the following expenses to determine the total homeownership expense for calculation of the HAP:
 - Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home.
 - Real estate taxes and public assessments on the home.
 - Utility allowance for the home as determined by the PHA.

2. Cooperative and Condominiums

For cooperative members only (owners of condos) the following cooperative charges will also be used toward the homeownership expense:

- Charges included in the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;

- Cooperative or condominium operating charges or maintenance fee assessed by the condominium or cooperative homeowner association.

HAP Payment

- a) The PHA will pay the HAP according to the terms established in the agreement the PHA and Lender have entered into. If the assistance payment exceeds the amount due to the lender, the excess will be paid directly to the family.
- b) The PHA will provide the lender with notice of the amount of the HAP and amount of the family's portion of the total homeownership expenses prior to close of escrow.
- c) Procedure for termination of homeownership assistance -The family shall be entitled to the same termination notice and informal hearing procedures set forth in this Administrative Plan for participants in the HCV rental assistance program.
- d) Automatic termination of HAP -Homeownership assistance for a family terminates automatically 180 calendar days after the last HAP paid on behalf of the family. The PHA has the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

H. CONTINUED ASSISTANCE- COMPLIANCE OF FAMILY OBLIGATIONS

The family must execute a statement of family obligations prior to the issuance of the homeownership voucher and at the annual exam agreeing to comply with all HCV family obligations and HOP family obligation, which includes but are not limited to:

- Occupying the home
- Completing any post- purchase counseling required by the COPHA
- Maintaining a saving account and or/ home warranty for unexpected and necessary repairs or maintenance
- Not to obtain ownership interest in another residence while receiving HCV HOP assistance
- Supplying any information required by the COPHA or HUD concerning:
 - Any mortgage or other debt incurred to purchase the home, any refinancing of such debt (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), any information on any satisfaction of payment or the mortgage debt

- Any sale or transfer of any interest in the home
- The family's homeownership expenses.
- Complying with all terms of the mortgage.
- Not lease, let, transfer or convey the home.
- Refinancing or the debt secured by the home must not be obtained without prior approval of the COPHA

I. MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE

The time limits below apply to all family members having an ownership interest in the unit during the time that homeownership payments are made; and, the spouse of any member of the household who has an ownership interest in the unit during the time that homeownership payment are made. All families, including families that become elderly during the term of the homeownership assistance are subject to the following maximum terms:

- Initial mortgage term of twenty (20) years or longer. The maximum term of homeownership assistance will be fifteen (15) years.
- Initial mortgage term of less than twenty (20) years. The maximum term of homeownership assistance will be ten (10) years.

Elderly and disabled families are assisted for as long as they remain in HCV HOP. If, during the course of homeownership assistance, the family ceases to qualify as elderly or disabled, the maximum term as defined above will become applicable from the date of homeownership commencement. The COPHA will provide a family at least six (6) months of homeownership assistance after the maximum term becomes applicable provided the family is otherwise eligible to receive homeownership assistance.

J. POST PURCHASE COUNSELING

The COPHA may require the family to attend post-purchase counseling one year after the close of escrow and at any time during the term of the homeownership assistance. Counseling topics may include:

- Financial Planning
- Housing Keeping
- Property Maintenance
- Budgeting

K. FIRST RIGHT OF REFUSAL

The family must execute documentation giving the COPHA or its designee, the first right of refusal in the event the family decided to sell the home. This document will be in effect during the term of the HAP.

L. INSURANCE REQUIREMENTS

The COPHA will require the family to include the COPHA as additional insured on the homeowner's insurance policy.

M. PORTABILITY

Families issued a homeownership voucher may exercise portability to purchase a unit in another jurisdiction provided the receiving jurisdiction operates a similar homeownership program for which the applicant qualifies and for which the receiving PHA is accepting new homeownership families.

1. Incoming portable families

- a) May purchase a unit within the jurisdiction of the COPHA, provided the COPHA is accepting new homeownership families at the time of the purchase.
- b) Must be under rental assistance in the City of Pittsburgh for 12 months prior to application for HCV Homeownership.
- c) Must meet the education, counseling, and all other HOP requirements of the COPHA.
- d) Must be certified by the initial Housing Authority that the family is in good standing with that PHA and Landlord.

The COPHA must promptly notify the initial PHA if the Family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the COPHA.

2. Outgoing portable families

- a) May purchase a unit within the receiving jurisdiction, provided they are accepting new homeownership families at the time of the purchase.
- b) Must meet the education, counseling, and all other HOP requirements of the receiving Housing Authority.
- c) Must be certified by COPHA that the family is in good standing with the Housing Authority and Landlord.
- d) The COPHA must promptly notify the PHA, if the Family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the HA.

N. MOVES WITH CONTINUED TENANT- BASED ASSISTANCE

A family receiving COPHA homeownership assistance may purchase and move to a new unit with continued Voucher assistance.

1. Purchase of a new unit

A family receiving homeownership assistance may purchase and move to a new unit with continued assistance, provided that the family fulfills all requirements of the HOP at the time of the purchase of the new unit.

The following applies to a family purchasing a new unit under the HOP:

- The family will not be eligible to move with continued assistance for a period of five (5) years after the initial purchase.
- The COPHA may, at its discretion, require the family to complete a new housing counseling program or receive additional counseling prior to close of escrow.
- The requirement that the family must be a first-time homebuyer is not applicable.
- The COPHA may deny permission to move with continued assistance in the case of lack of funding or if the COPHA has denied or terminated assistance to the family under section O below.

2. Sale of original HOP unit and return to tenant- based rental assistance

The COPHA may, at its discretion, allow a family to return to tenant- based rental assistance. The following applies to a family returning to tenant based assistance:

- The COPHA may deny permission to move with continued assistance in the case of lack of funding or if the COPHA has denied or terminated assistance to the family as defined under Section O of this plan.
- The COPHA will not commence continued tenant-based assistance for occupancy of a rental unit so long as any family member owns any title or other interest in the home previously assisted through the HOP. In addition, Eighteen **(18)** months must have passed since the family's receipt of homeownership assistance.

O. DENIAL OR TERMINATION OF ASSISTANCE

The COPHA may deny or terminate homeownership assistance for the family in accordance with the requirements of this section.

- Failure to report all household income
- Failure to comply with the City of Pittsburgh's HCV Homeownership Program requirements
- Failure to comply with any HUD Family Obligations
- The family defaults on the mortgage.

P. RECAPTURE

The COPHA will not recapture any Homeownership Voucher payments unless there was an act of fraud or misrepresentation of material facts in order to obtain a benefit. The HCV HOP recapture provision does not apply to any other program funds that may be used in the transaction.

Q. WAIVER OR MODIFICATION OF HOMEOWNERSHIP POLICIES

The COPHA shall have the discretion to waive or modify any provision of the HCV HOP Program Policy not governed by statute or regulation for good cause or to comply with changes in HUD regulations or directives.

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GLOSSARY

ACRONYMS USED IN SUBSIDIZED HOUSING

AAF	Annual Adjustment Factor. A factor published by HUD in the Federal Register which is used to compute annual rent adjustment.
ACC	Annual Contributions Contract
BR	Bedroom
CDBG	Community Development Block Grant
CFR	Code of Federal Regulations. Commonly referred to as "the regulations". The CFR is the compilation of Federal rules which are first published in the Federal Register and define and implement a statute.
CPI	Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.
COPHA	Housing Authority of the City of Pittsburgh
ELI	Extremely low income
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration
FICA	Federal Insurance Contributions Act - Social Security taxes
FMHA	Farmers Home Administration
FMR	Fair Market Rent
FUP	Family Unification Program
FY	Fiscal Year
FYE	Fiscal Year End
GAO	Government Accounting Office
GFC	Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP).
GR	Gross Rent

Administrative Plan for the Section 8 Housing Choice Voucher Program – Glossary

HAP	Housing Assistance Payment
HAP Plan	Housing Assistance Payment Plan
HCDA	Housing and Community Development Act
HOH	Head of Household
UPCS-V	Uniform Physical Condition Standards for Vouchers (Formerly HQS)
HOTMA	Housing Opportunities through Modernization Act
HUD	The U.S. Department of Housing and Urban Development or its designee.
HURRA	Housing and Urban/Rural Recovery Act of 1983; resulted in most of the 1984 HUD regulation changes to definition of income, allowances, rent calculations
IG	Inspector General
IGR	Independent Group Residence
IPA	Independent Public Accountant
IRA	Individual Retirement Account
MSA	Metropolitan Statistical Area established by the U.S. Census Bureau
PHA	Public Housing Agency
PMSA	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
PS	Payment Standard
QC	Quality Control
QHWRA	Quality Housing and Work Responsibility Act
RTA	Request for Tenancy Approval
RFP	Request for Proposals
RRP	Rental Rehabilitation Program
SRO	Single Room Occupancy

Administrative Plan for the Section 8 Housing Choice Voucher Program – Glossary

SSMA	Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area.
TR	Tenant Rent
TTP	Total Tenant Payment
UA	Utility Allowance
URP	Utility Reimbursement Payment

B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING

1937 ACT. The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.)

ADMINISTRATIVE PLAN. The HUD required written policy of the PHA governing its administration of the Section 8 tenant-based programs. The Administrative Plan and any revisions must be approved by the PHA's board and a copy submitted to HUD as a supporting document to the PHA Plan.

ABSORPTION. In portability, the point at which a receiving PHA chooses not to bill or stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE"). Account established by HUD from amounts by which the maximum payment to the PHA under the consolidated ACC (during a PHA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

ADA. Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)

ADJUSTED INCOME. Annual income, less allowable HUD deductions.

ADMINISTRATIVE FEE. Fee paid by HUD to the PHA for administration of the program.

ADMINISTRATIVE FEE RESERVE (Formerly "Operating reserve"). Account established by PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

ADMISSION. The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

ANNUAL BUDGET AUTHORITY. The maximum annual payment by HUD to a PHA for a funding increment.

ANNUAL CONTRIBUTIONS CONTRACT (ACC). A written contract between HUD and a PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program

ANNUAL INCOME. The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

APPLICANT (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)

ASSISTED TENANT. A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 - market rent or 120% of the BMIR rent, respectively.

BUDGET AUTHORITY. An amount authorized and appropriated by Congress for payment to PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

CHILD CARE EXPENSES. Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

CO-HEAD. An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-head and a Spouse and; a Co-head is never a Dependent).

COMMON SPACE. In shared housing: Space available for use by the assisted family and other occupants of the unit.

CONGREGATE HOUSING. Housing for elderly persons or persons with disabilities that meets the UPCS-V for congregate housing.

COOPERATIVE. A dwelling unit owned and or shared by a group of individuals who have individual sleeping quarters and share common facilities such as kitchen, living room and some bathrooms.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT. (Consolidated ACC). See 24 CFR 982.151.

CONTIGUOUS MSA. In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

CONTINUOUSLY ASSISTED. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

CONTRACT. (See Housing Assistance Payments Contract.)

COOPERATIVE. (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A special housing type: See 24 CFR 982.619.

COPHA. (Housing Authority of the City of Pittsburgh)

COVERED FAMILIES. Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

COVERED PERSON. A tenant, any member of the tenant's household, a guest or another person under the tenant's control.

DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

DISABILITY ASSISTANCE EXPENSE. Anticipated costs for care attendants and auxiliary apparatus for disabled family members which enable the disabled family members to work.

DISABLED FAMILY. A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

DISABLED PERSON. See Person with Disabilities.

DISALLOWANCE. Exclusion from annual income.

DISPLACED PERSON/FAMILY. A person or family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

DOMICILE. The legal residence of the household head or spouse as determined in accordance with State and local law.

DRUG-RELATED CRIMINAL ACTIVITY. The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).

DRUG TRAFFICKING. The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

ECONOMIC SELF-SUFFICIENCY PROGRAM. Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603 (c).

ELDERLY FAMILY. A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

ELDERLY HOUSEHOLD. A family whose head or spouse or whose sole member is at least 62 years of age; may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBLE FAMILY (Family). A family is defined by the PHA in the administrative Plan, which is approved by HUD.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly or disabled families in excess of 3% of Annual Income which are not reimbursable from any other source.

EXTREMELY LOW-INCOME FAMILY. A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

FAIR HOUSING ACT. Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.)

FAIR MARKET RENT (FMR). The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the *Federal Register*.

FAMILY. "Family" includes but is not limited to:

A family is identified regardless of sexual orientation, gender identity or marital status, with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);

An elderly family;

A near-elderly family; A displaced family

The remaining member of a tenant family; and

A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

("Family" can be further defined by the PHA).

FAMILY OF VETERAN OR SERVICE PERSON. A family is a "family of veteran or service person" when:

The veteran or service person (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY RENT TO OWNER. In the voucher program, the portion of the rent to owner paid by the family.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FAMILY SHARE. The amount calculated by subtracting the housing assistance payment from the gross rent.

FAMILY UNIFICATION PROGRAM. Program under which section 8 housing vouchers are provided to families for whom the lack of adequate housing is a primary factor which would result in the imminent placement of the family's child, or children in out-of-home care; or the delay in the discharge of the child, or children to the family from out-of-home care.

FAMILY UNIT SIZE. The appropriate number of bedrooms for a family, as determined by the PHA under the PHA's subsidy standards.

FOSTER CHILD CARE PAYMENT. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended).

FUNDING INCREMENT. Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

GROSS RENT. The sum of the Rent to Owner and the utility allowance. If there is no utility allowance, Rent to Owner equals Gross Rent.

GROUP HOME. A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

GUEST. A person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

HAP CONTRACT. (See Housing Assistance Payments contract.)

HEAD OF HOUSEHOLD. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSEHOLD. The family.

HOUSING AGENCY. A state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing. ("PHA" and "HA" mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PAYMENT. The monthly assistance payment by a PHA. The total assistance payment consists of:
A payment to the owner for rent to owner under the family's lease.

HOUSING ASSISTANCE PAYMENTS CONTRACT. (HAP contract). A written contract between a PHA and an owner in the form prescribed by HUD

headquarters, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING ASSISTANCE PLAN. (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HUD. The U.S. Department of Housing and Urban Development.

HUD REQUIREMENTS. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME. HUD passbook rate x total cash value of assets. Calculation used when assets exceed \$5,000.

IMPUTED WELFARE INCOME. An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY. Annual Income.

INDIAN. Any person recognized as an Indian or Alaska native by an Indian tribe, the federal government, or any State.

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either by exercise of the power of self-government of an Indian Tribe, independent of State law, or by operation of State law providing specifically for housing authorities for Indians.

INITIAL PHA. In portability, the term refers to both:
A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and a PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

INITIAL RENT TO OWNER. The rent to owner at the beginning of the HAP contract term.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on

Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

JURISDICTION. The area in which the PHA has authority under State and local law to administer the program.

LANDLORD. This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

LEASE. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the PHA.

LEASE ADDENDUM. The lease language required by HUD in the lease between the tenant and the owner.

LIVE-IN AIDE. A person who resides with an elderly person or disabled person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE. A preference used by the PHA to select among applicant families.

LOW-INCOME FAMILY. A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 80% for areas with unusually high or low income families.

MANUFACTURED HOME. A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the UPCS-V. A special housing type. See 24 CFR 982.620 and 982.621.

MANUFACTURED HOME SPACE. In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624

MARKET RENT. Rental rates that are consistent with other rents in the same area for comparable properties.

MEDICAL EXPENSES. Those total medical expenses, including medical insurance premiums that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. (A deduction for elderly or disabled families only.) These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MIXED FAMILY. A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3)

MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income after Allowances or Adjusted Income.

MONTHLY INCOME. 1/12 of the Annual Income.

MUTUAL AGREEMENT. A written agreement that both the landlord and tenant sign. The agreement details the terms of the agreement.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NEAR-ELDERLY FAMILY. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62, living together or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

NET FAMILY ASSETS. Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are excluded from the definition.

NON-CITIZEN A person who is neither a citizen nor a national of the United States.

OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards]
Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

OTHER-PERSON UNDER THE TENANT'S CONTROL, COVERED PERSON.

The person, although not staying as a guest (as defined in the section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or

other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

OWNER. Any persons or entity having the legal right to lease a unit to a participant.

PARTICIPANT. A family that has been admitted to the PHA's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (First day of initial lease term).

PAYMENT STANDARD. The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family. In the voucher program the PHA adopts a payment standard schedule that is within 90% to 110% of the FMR for each bedroom size.

PERSON WITH DISABILITIES. A person who has a disability as defined in 42 U.S.C 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes).

PHA PLAN. The annual plan and the 5-year plan as adopted by the PHA and approved by HUD in accordance with 24 CFR Part 903 of this chapter.

PORTABILITY. Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

PREMISES. The building or complex in which the dwelling unit is located, including common areas and grounds.

PRIVATE SPACE. In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

PROGRAM. The Section 8 tenant-based assistance program under 24 CFR Part 982.

PROGRAM RECEIPTS. HUD payments to the PHA under the consolidated ACC, and any other amounts received by the PHA in connection with the program.

PROJECT BASED VOUCHERS. Vouchers set aside for a particular project or development.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA). PHA includes any State, county, municipality or other governmental entity or public body which is authorized to administer the program (or an agency or instrumentality of such an entity), or any of the following:

A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members):

Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or a PHA) on October 21, 1998; or

For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administering the program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

REASONABLE RENT. A rent to owner that is not more than rent charged for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units in the premises.

RECEIVING PHA. In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months. There are annual and interim recertifications.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RENT TO OWNER. The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

RESIDENCY PREFERENCE. A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").

RESIDENCY PREFERENCE AREA. The specified area where families must reside to qualify for a residency preference.

RESTITUTION. Demand for full HAP monies paid on behalf of the family for the period family was not entitled to due to misrepresentation.

RESPONSIBLE ENTITY. For the public housing and Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

SECRETARY. The Secretary of Housing and Urban Development.

SECTION 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f). The Housing Choice Voucher Program.

SECURITY DEPOSIT. A dollar amount which can be applied to unpaid rent, damages or other amounts owed to the owner under the lease.

SERVICE PERSON. A person in the active military or naval service (including the active reserve) of the United States.

SHARED HOUSING. A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. A special housing type.

SINGLE PERSON. A person living alone or intending to live alone.

SPECIAL ADMISSION. Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

SPECIAL HOUSING TYPES. See Subpart M of 24 CFR 982, which states the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

SPECIFIED WELFARE BENEFIT REDUCTION. Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

SPOUSE. The husband or wife of the head of the household.

SUBSIDY STANDARDS. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

SUBSTANDARD UNIT. Substandard housing is defined by HUD for use as a federal preference.

SUSPENSION/TOLLING. Stopping the clock on the term of a family's voucher, for such period as determined by the PHA, from the time when the family submits

a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request. If the PHA decides to allow extensions or suspensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions or suspensions, and how the PHA determines the length of any extension or suspension.

TENANCY ADDENDUM. For the Housing Choice Voucher Program, the lease language required by HUD in the lease between the tenant and the owner.

TENANT. The person or persons (other than a live-in-aide) who executes the lease as lessee of the dwelling unit.

TENANT RENT. The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing).

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward gross rent and utility allowance.

UNIT. Residential space for the private use of a family.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

UTILITY REIMBURSEMENT. The portion of the housing assistance payment which exceeds the amount of the rent to owner.

VERY LOW-INCOME FAMILY. A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

VETERAN. A person who has served in the active military or naval service of the

United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

VIOLENT CRIMINAL ACTIVITY. Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

VOUCHER (rental voucher). A document issued by a PHA to a family selected for admission to the voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

UNIFORM PHYSICAL CONDITION STANDARDS FOR VOUCHERS (UPCS-V). The HUD minimum quality standards for housing assisted under the tenant-based programs.

VOUCHER HOLDER. A family holding a voucher with an unexpired term (search time).

VOUCHER PROGRAM. The Housing Choice Voucher program.

WAITING LIST. A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

WAITING LIST ADMISSION. An admission from the PHA waiting list.

WELFARE ASSISTANCE. Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families.

C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

CHILD. A member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN. A citizen or national of the United States.

EVIDENCE OF CITIZENSHIP OR ELIGIBLE STATUS. The documents which must be submitted to evidence citizenship or eligible immigration status.

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

INS. The U.S. Immigration and Naturalization Service.

MIXED FAMILY. A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NONCITIZEN. A person who is neither a citizen nor national of the United States.

PHA. A housing authority that operates Public Housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a).

SPOUSE. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads."



NOTICE OF PUBLIC HEARING

HOUSING AUTHORITY OF THE CITY OF PITTSBURG 2018 PHA ANNUAL PLAN AND ADMINISTRATIVE PLAN REVISIONS

Notice is hereby given that the Housing Authority of the City of Pittsburgh will hold a Public Hearing regarding proposed revisions to the Annual Plan and Administrative Plan for 2017. These plans include the mission, goals and objectives as well as the Housing Authority's involvement in the provision of affordable housing in Pittsburgh, through the Housing Choice Voucher Program.

A minimum forty-five (45) day public comment period prior to the Public Hearing, will commence on January 31, 2018 to receive public input on the Housing Authority of the City of Pittsburgh's Annual Plan and Administrative Plan revisions for 2018.

Proponents, opponents and any interested persons may submit written comments during the public comment period no later than March 19, 2018 by 5:00 p.m. to:

Housing Authority of the City of Pittsburgh
916 Cumberland Street, Pittsburgh, CA 94565
Attn: Bruce Smargiasso, Housing Manager

The **Public Hearing** will take place on the following date, time and location:

Date:	Monday, March 19, 2018
Time:	7:00 p.m.
Location:	City of Pittsburgh Council Chambers - 3rd Floor 65 Civic Avenue Pittsburg, CA 94565

The PHA Annual Plan and Administrative Plan revisions for 2018 are available for review at the City of Pittsburgh Housing Authority, located at 916 Cumberland Street, Pittsburgh, CA 94565, between the hours of 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday.



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 2/26/2018

TO: Chair and Agency Members

FROM: Joe Sbranti, Executive Director

SUBJECT: Adoption of a Housing Authority Resolution Approving the Public Housing Agency Annual Plan for 2018 and Authorizing the Executive Director to Submit the Public Housing Agency Annual Plan for 2018 to the U.S. Department of Housing and Urban Development

MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

As required by the U.S. Department of Housing and Urban Development (“HUD”) and contained in CFR 24 parts 35 and 982, the Housing Authority of the City of Pittsburg (the “Housing Authority”) has prepared its Public Housing Agency Annual (“PHA”) for 2018. HUD requires all public housing agencies to submit their annual plan for review. The PHA Annual Plan for 2018 summarizes the activities proposed by the Housing Authority for the next year as well as updates or revisions to the 5-Year Plan submitted in 2015.

FISCAL IMPACT

There is no fiscal impact to adopting this Resolution. However, housing authorities that fail to submit their annual plan will not receive federal funding until their annual plan has been submitted and subsequently approved by HUD. If the Housing Authority fails to submit its PHA Annual Plan for 2018 in a timely manner, HUD may impose sanctions.

RECOMMENDATION

The Housing Authority Board open the public hearing, receive public comment, close the public hearing and adopt the Resolution for approval and submission of the PHA Annual Plan for 2018.

BACKGROUND

In compliance with federal legislation, the Housing Authority has prepared its PHA Annual Plan for 2018 for submission to HUD; addressing the delivery of housing services in

Pittsburg and thereby, satisfying HUD's requirement to prepare and submit the Plan annually subsequent to the 5-year plan which was submitted in 2015.

SUBCOMMITTEE FINDINGS

As part of the HUD requirement for submission of the PHA Annual Plan for 2018, staff met with the Resident Advisory Board ("RAB") to solicit feedback on the PHA Annual Plan for 2018. The RAB is comprised of any Section 8 participant wishing to participate and meets only for the purpose of providing comments on the annual plan.

The RAB met on November 9, 2017 and comments from the RAB are included within the PHA Annual Plan for 2018.

STAFF ANALYSIS

The Housing Authority has prepared the PHA Annual Plan for 2018, specifying the Housing Authority's goals for providing housing and offering support to families needing such assistance. It further outlines how the Housing Authority will utilize its 948 Section 8 Housing Choice Vouchers and its 170 Veterans Affairs Supportive Housing Vouchers, also referred to as VASH, thereby authorizing ongoing program funding.

The Notice of Public Hearing was posted on February 2, 2018.

ATTACHMENTS: Exhibit A – Annual Plan for 2018

Report Prepared By: Bruce Smargiasso, Housing Manager

BEFORE THE HOUSING AUTHORITY OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Housing Authority Resolution Approving)
The Public Housing Agency Annual Plan for 2018 and)
Authorizing the Executive Director to Submit the) RESOLUTION NO. 18-
Public Housing Agency Annual Plan for 2018 to the)
U.S. Department of Housing and Urban Development)

The Housing Authority of the City of Pittsburgh DOES RESOLVE as follows:

WHEREAS, in compliance with federal legislation, the City of Pittsburgh Housing Authority (the "Housing Authority") has prepared the Public Housing Agency Annual Plan for 2018 ("PHA Annual Plan for 2018") addressing the delivery of housing services in the Pittsburgh community and thereby, satisfying the U.S. Department of Housing and Urban Development ("HUD") requirements to submit an annual plan; and

WHEREAS, a Public Notice was published in the East County Times on February 2, 2018, commencing the 45-day period to submit written comments. The public hearing scheduled is to address any written comments received during the public notice period and to allow comments prior to the PHA Annual Plan for 2018 being approved by the Housing Authority board and submitted to HUD; and

WHEREAS, the adoption of the PHA Annual Plan for 2018 is in the best interest of the citizens of Pittsburgh attached hereto.

NOW, THEREFORE, the Housing Authority finds and determines as follows:

Section 1.

All the recitals above are true and correct and incorporated herein.

Section 2.

The PHA Annual Plan for 2018 is a thorough and complete document.

Section 3.

The PHA Annual Plan for 2018 is available for review at the Housing Authority located at 916 Cumberland Street, Pittsburgh, CA 94565.

Section 4.

The Housing Authority Board hereby adopts this Resolution, approves the PHA Annual Plan for 2018 incorporated herein by this reference, and directs the Executive Director to submit the PHA Annual Plan for 2018 to HUD.

Section 5.

The Executive Director is hereby authorized to take such further actions as may be necessary or appropriate to carry out the Housing Authority's obligations pursuant to this Resolution.

Section 6.

The Agency Secretary shall certify to the adoption of this Resolution.

Section 7.

This Resolution shall take effect immediately upon adoption

PASSED AND ADOPTED by the Housing Authority of the City of Pittsburg at a public hearing on the 19th day of March 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Chair

ATTEST:

Alice E. Evenson, Agency Secretary

Streamlined Annual PHA Plan <i>(High Performer PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-HP is to be completed annually by **High Performing PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, HCV-Only PHA, Small PHA, or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
- (2) **Small PHA**- A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.																										
A.1	PHA Name: <u>CITY OF PITTBURG HOUSING AUTHORITY</u> PHA Code: <u>CAO60</u> PHA Type: ☐ Small ☒ High Performer PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2018</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>-0-</u> Number of Housing Choice Vouchers (HCVs) <u>1118</u> Total Combined <u>1118</u> PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. ☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below) <table border="1"> <thead> <tr> <th rowspan="2">Participating PHAs</th><th rowspan="2">PHA Code</th><th rowspan="2">Program(s) in the Consortia</th><th rowspan="2">Program(s) not in the Consortia</th><th colspan="2">No. of Units in Each Program</th></tr> <tr> <th>PH</th><th>HCV</th></tr> </thead> <tbody> <tr> <td>Lead PHA:</td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																	
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Lead PHA:																											

B.	Annual Plan Elements
B.1	Revision of PHA Plan Elements. (a) Have the following PHA Plan elements been revised by the PHA since its last AnnualPHA Plan submission? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☒ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Homeownership Programs. ☐ ☒ Safety and Crime Prevention. ☐ ☒ Pet Policy. ☐ ☒ Substantial Deviation. ☐ ☒ Significant Amendment/Modification (b) The PHA must submit its Deconcentration Policy for Field Office Review. (c) If the PHA answered yes for any element, describe the revisions for each element below:
B.2	New Activities. (a) Does the PHA intend to undertake any new activities related to the following in the PHA’s current Fiscal Year? Y N ☐ ☒ Hope VI or Choice Neighborhoods. ☐ ☒ Mixed Finance Modernization or Development. ☐ ☒ Demolition and/or Disposition. ☐ ☒ Conversion of Public Housing to Tenant Based Assistance. ☐ ☒ Conversion of Public Housing to Project-Based Assistance under RAD. ☐ ☒ Project Based Vouchers. ☐ ☒ Units with Approved Vacancies for Modernization. ☐ ☒ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.

B.3	Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan. The Housing Authority outlined 3 Mission and Goals described in the last 5-Year Plan: PHA Goal 1: Achieve organizational excellence. The Housing Authority has met its goal for organizational excellence by maintaining a "High Performer" rating through the Section Eight Management Assessment Program (SEMAP). In addition, professional development opportunities have been provided to employees through formal training in program requirements to ensure program compliance and success. PHA Goal 2: Maximize use of Housing Choice Vouchers To maximize the use of Housing Choice Vouchers, the Housing Authority opened the HCV-Section 8 Wait List to new applicants in 2017. Vouchers were issued from the Wait List to obtain full utilization of Vouchers and 100% of budget authority was expended. In compliance with HUD's disparate impact rule, the Housing Authority has revised the administrative plan to indicate that use of arrest records only, will not be the basis to deny participation or terminate assistance. However, the mandatory exclusion of program participation by registered sex offenders will remain. PHA Goal 3: Improve the quality of assisted housing. Improvement in the quality of assisted housing has been achieved by utilization of our local building officials to ensure the properties are maintained and in good condition. We have also promoted our Homeownership program to current participants who are expressing increased interest in becoming homeowners in the program.
B.4.	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N ☐ ☒ (b) If yes, please describe:
Other Document and/or Certification Requirements.	
C.1	Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan <u>Form 50077-ST-HCV-HP</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.2	Civil Rights Certification. <u>Form 50077-ST-HCV-HP</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.

C.3	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) provide comments to the PHA Plan? Y N ☐ ☒ If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
C.4	Certification by State or Local Officials. Form HUD 50077-SL , <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i> , must be submitted by the PHA as an electronic attachment to the PHA Plan.
D	Statement of Capital Improvements. Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).
D.1	Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD.

Instructions for Preparation of Form HUD-50075-HP Annual Plan for High Performing PHAs

A. PHA Information. All PHAs must complete this section.

- A.1** Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Inventory**, **Number of Public Housing Units and or Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. ([24 CFR §903.23\(4\)\(e\)](#))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

B. Annual Plan.

B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data.

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA's public housing and Section 8 tenant-based assistance waiting lists. [24 CFR §903.7\(a\)\(1\)](#) and [24 CFR §903.12\(b\)](#). Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA's public housing and Section 8 tenant-based assistance waiting lists. [24 CFR §903.7\(a\)\(2\)\(ii\)](#) and [24 CFR §903.12\(b\)](#).

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions.** Describe the PHA's admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA's policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to [24 CFR §903.2\(b\)\(2\)](#) for developments not subject to deconcentration of poverty and income mixing requirements. [24 CFR §903.7\(b\)](#) Describe the PHA's procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists. [24 CFR §903.7\(b\)](#) A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. [\(24 CFR §903.7\(b\)\)](#) Describe the unit assignment policies for public housing. [24 CFR §903.7\(b\)](#)

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. [\(24 CFR §903.7\(c\)\)](#)

☐ **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. [\(24 CFR §903.7\(d\)\)](#)

☐ **Homeownership Programs.** A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act. [\(24 CFR §903.7\(k\)\)](#) and [24 CFR §903.12\(b\)](#).

☐ **Safety and Crime Prevention (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. [\(24 CFR §903.7\(m\)\(5\)\)](#)

☐ **Pet Policy.** Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. [\(24 CFR §903.7\(n\)\)](#)

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. [\(24 CFR §903.7\(r\)\(2\)\(i\)\)](#)

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. Should the PHA fail to define 'significant amendment/modification', HUD will consider the following to be 'significant amendments or modifications': a) changes to rent or admissions policies or organization of the waiting list; b) additions of non-emergency public housing CFP work items (items not included in the current CFP Annual Statement or CFP 5-Year Action Plan); or c) any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. See guidance on HUD's website at: [Notice PIH 1999-51](#). [\(24 CFR §903.7\(r\)\(2\)\(ii\)\)](#)

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see [24 CFR 903.2](#). [\(24 CFR §903.23\(b\)\)](#)

B.2 New Activities. If the PHA intends to undertake any new activities related to these elements or discretionary policies in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **Hope VI.** **1)** A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for HOPE VI; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. [\(Notice PIH 2010-30\)](#)

☐ **Mixed Finance Modernization or Development.** **1)** A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. [\(Notice PIH 2010-30\)](#)

☐ **Demolition and/or Disposition.** Describe any public housing projects owned by the PHA and subject to ACCs (including name, project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **(2)** A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. [\(24 CFR §903.7\(h\)\)](#)

☐ **Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. [\(24 CFR §903.7\(j\)\)](#)

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers. [\(24 CFR §983.57\(b\)\(1\)\)](#) If using project-based vouchers,

provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. ([24 CFR §903.7\(r\)\(1\)](#))

B.4 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. ([24 CFR §903.7\(p\)](#))

C. Other Document and/or Certification Requirements

C.1 Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 SM-HP.

C.2 Civil Rights Certification. Form HUD-50077 SM-HP, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. ([24 CFR §903.7\(o\)](#))

C.3 Resident Advisory Board (RAB) comments. If the RAB provided comments to the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. ([24 CFR §903.13\(c\)](#), [24 CFR §903.19](#))

C.4 Certification by State or Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. ([24 CFR §903.15](#))

D. Statement of Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. ([24 CFR 903.7 \(g\)](#))

D.1 Capital Improvements. In order to comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan. PHAs can reference the form by including the following language in Section C. 8.0 of the PHA Plan Template: "See HUD Form 50075.2 approved by HUD on XX/XX/XXXX."

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 16.64 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or ___ Annual PHA Plan for the PHA fiscal year beginning 2018, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

City of Pittsburg Housing Authority
PHA Name

CA060
PHA Number/HA Code

X Annual PHA Plan for Fiscal Year **2018**

5-Year PHA Plan for Fiscal Years 2015 - 2020

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official – **Joseph Sbranti**

Title – **Executive Director**

Signature

Date



NOTICE OF PUBLIC HEARING

HOUSING AUTHORITY OF THE CITY OF PITTSBURG 2018 PHA ANNUAL PLAN AND ADMINISTRATIVE PLAN REVISIONS

Notice is hereby given that the Housing Authority of the City of Pittsburgh will hold a Public Hearing regarding proposed revisions to the Annual Plan and Administrative Plan for 2017. These plans include the mission, goals and objectives as well as the Housing Authority's involvement in the provision of affordable housing in Pittsburgh, through the Housing Choice Voucher Program.

A minimum forty-five (45) day public comment period prior to the Public Hearing, will commence on January 31, 2018 to receive public input on the Housing Authority of the City of Pittsburgh's Annual Plan and Administrative Plan revisions for 2018.

Proponents, opponents and any interested persons may submit written comments during the public comment period no later than March 19, 2018 by 5:00 p.m. to:

Housing Authority of the City of Pittsburgh
916 Cumberland Street, Pittsburgh, CA 94565
Attn: Bruce Smargiasso, Housing Manager

The **Public Hearing** will take place on the following date, time and location:

Date:	Monday, March 19, 2018
Time:	7:00 p.m.
Location:	City of Pittsburgh Council Chambers - 3rd Floor 65 Civic Avenue Pittsburg, CA 94565

The PHA Annual Plan and Administrative Plan revisions for 2018 are available for review at the City of Pittsburgh Housing Authority, located at 916 Cumberland Street, Pittsburgh, CA 94565, between the hours of 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday.

**CITY OF PITTSBURG
HOUSING AUTHORITY MEETING MINUTES**

DATE: February 20, 2018

LOCATION: Council Chamber, City Hall, 65 Civic Avenue, Pittsburg, CA 94565

CITY COUNCIL/AGENCY MEMBERS

Dwaine "Pete" Longmire, Mayor/Chair Member
Sal Evola, Vice-Mayor/Chair
Member Juan Antonio Banales, Council/Agency Member
Jelani Killings, Council/Agency Member
Marilyn Craft, Council/Agency Member
Michelle Bond, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

Joe Sbranti, City Manager/Executive Director
Ruthann Ziegler, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

CALL TO ORDER

Chair Longmire called the meeting of the Housing Authority to order at 8:29 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

All Members were present.

CONSENT CALENDAR

On motion by Member Banales, seconded by Member Killings to adopt and carried unanimously.

1. Minutes of January 16, 2018
2. Disbursement List of January 31, 2018

ADJOURNMENT

The Housing Authority was adjourned at 8:30 P.M. to March 19, 2018.

Respectfully submitted,

Alice E. Evenson, Secretary

PITTSBURG HOUSING AUTHORITY
Disbursement List Summary
For the month of February 2018

VOUCHERS	Ck#	Amount	HAP ¹	VASH ²	UR ³	Portability	Admin. Fee	TOTAL
	147055 - 147174 20118001 - 20118494	1,364,718.75	1,128,125.72	138,132.42	7,412.73	85,300.00	5,747.88	1,364,718.75
	147175 - 147177 21518001 - 21518019	27,053.82	16,229.00	2,572.00	340.00	7,515.00	397.82	27,053.82
	TOTAL	1,391,772.57	1,144,354.72	140,704.42	7,752.73	92,815.00	6,145.70	\$ 1,391,772.57

¹Housing Assistance Payment ²Veterans Affairs Supportive Housing ³Utility Reimbursement

ADMINISTRATIVE EXPENSES	Amount	Description	TOTAL
Paid to City of Pittsburgh (2/18 Operating Expenses)	\$ 36,080.59	Full Time salaries	\$ 36,080.59
	-	Stipend	-
	-	Part Time salaries	-
	-	Overtime salaries	-
	2,692.77	Retirement	2,692.77
	8,219.67	Retirement-Pension bonds	8,219.67
	8,792.68	Health Insurance	8,792.68
	-	CalPERS Unfunded Liability - Non Sworn	-
	117.24	Life Insurance	117.24
	922.16	Dental Insurance	922.16
	2,238.38	Workers Comp	2,238.38
	240.35	Unemployment Insurance	240.35
	141.49	Disability Ins.	141.49
	2,727.90	FICA	2,727.90
	665.00	Deferred Compensation	665.00
	842.08	Allocated Retiree/Med/Vac Buy-Bk/Empl Term	842.08
	3,543.67	Retiree OPEB Costs	3,543.67
	-	Office Supplies	-
	-	Computer Software	-
	-	Textbooks	-
	153.95	Postage	153.95
	-	Misc Equip & Furniture < \$5,000	-
	-	Other Special Departmental Supplies	-
	850.61	Utilities (Gas, Electric & Water)	850.61
	561.82	Telephone - Regular	561.82
	52.97	Telephone - Other	52.97
	-	Membership Dues & Subscriptions	-
	225.00	Travel, Training, & Conference	225.00
	1,652.75	Insurance - Alloc Chgs	1,652.75
	-	Legal Fees	-
	-	Auditing Expense	-
	-	Settlement Hearing	-
	766.00	Other Contractual & Professional Service	766.00
	-	Advertising & Promotion	-
	1,774.90	Maintenance Agreements	1,774.90
	-	Maintenance & Repairs	-
	155.90	Equipment Rental	155.90
	2,375.00	Building Rental	2,375.00
	545.50	Fleet Maintenance Alloc Chgs	545.50
	1,289.17	Building Maintenance Alloc Chgs	1,289.17
	2,201.58	Information Systems Alloc Chgs	2,201.58
	-	Bad Debt Expense	-
	4,551.75	Admin overhead paid to city	4,551.75
	-	Legal - Non Retainer/Non Reimbursable	-
	-	Capital Equipment & Furniture	-
	-	Other Special Departmental Supplies - Rental	-
	-	Utilities (Gas, Electric, & Water) - Rental	-
	-	Advertising & Promotion - Rental	-
	-	Other Contractual & Professional Service - Rental	-
	1,108.00	Maintenance & Repairs - Rental	1,108.00
	-	Property Tax payment - Rental	-
	205.76	Other fees - Rental	205.76
	-	Lighting & Landscape Assessment - Rental	-
	-	CCCERA Interfund Loan Payback	-
	1,410.67	Transfer-Out to OPEB (Unfunded Liabilities)	1,410.67
TOTAL	87,105.31		87,105.31

VOIDED CHECKS & ADJUSTMENTS	Ck#	Amount	Reason	TOTAL
	147125	(134.00)	Lost check - reissued on 3/1/18	(134.00)
	147174	(1,212.00)	Release of levy received from IRS - resume payment to owner	(1,212.00)
	147177	(1,494.00)	Housing contract voided - cancel payment	(1,494.00)
	TOTAL	(2,840.00)		\$ (2,840.00)

NET of Issued and Voided \$ 1,476,037.88

Dianna Pan 3-6-18 *off 3-6-18*

Check Summary

February 1, 2018

Check Number	Check Date	Payee Tax ID	Payee	Amount
Choice Voucher				
* 147055	2/1/18	*****2494	Amana K Cornish	59.00
147057	2/1/18	*****6117	Athena A Ruiz	136.00
147058	2/1/18	*****0898	Burhan Nawabi	59.00
147059	2/1/18	*****6193	Chanel J Brown	96.00
147060	2/1/18	*****3976	Darren M Thompson	19.00
147061	2/1/18	*****2940	Donnette L Terrell	103.00
147062	2/1/18	*****1073	Ebony M Kennedy	19.00
147063	2/1/18	*****7375	Johnnie B Hayes	9.00
147064	2/1/18	*****6519	Krystal M Williams	82.00
147065	2/1/18	*****7253	Laneava S Blanks	57.00
147066	2/1/18	*****4829	Lashaunta J Wilson	118.00
147067	2/1/18	*****6488	Luz S Edington	150.00
147068	2/1/18	*****6385	Marcia Price	85.00
147069	2/1/18	*****1661	Marion E Davis	10.00
147070	2/1/18	*****5133	Mary P Grigsby	20.00
147071	2/1/18	*****2866	Monique D Rollins	158.00
147072	2/1/18	*****9905	Nakisha Fountain	49.00
147073	2/1/18	*****3829	Nicole N Hodge	163.00
147074	2/1/18	*****8665	Nieza M Burrus	145.00
147075	2/1/18	*****4119	Pashenia D Sanders	165.00
147076	2/1/18	*****7218	Rayna Madison	143.00
147077	2/1/18	*****6216	Ricolya N Tiger	14.00
147078	2/1/18	*****7128	Rolinna M Williams	9.00
147079	2/1/18	*****6935	Samaiyah A Warren	138.00
147080	2/1/18	*****1512	Shawn A Prince	9.00
147081	2/1/18	*****3058	Sherlina R Reed	75.00
147082	2/1/18	*****3542	Starr C Bronson	14.00
147084	2/1/18	*****5605	Tomicka M Brumfield	66.00
147085	2/1/18	*****4760	Totiona B Richardson	5.00
147087	2/1/18	*****8651	Zaoxin Rong	2,167.00
147089	2/1/18	*****2890	Raquel E Miller	30.00
147090	2/1/18	*****0864	Rochelle Scurlock	88.00
147091	2/1/18	*****8623	Kimberly A Limas	132.00
147092	2/1/18	*****7724	Carla R Fortenberry	5.00

147093	2/1/18	*****4208	Ono c Rothschild	264.00
147094	2/1/18	*****8819	Norma J George	2.00
147095	2/1/18	*****2184	Evelyn Smith	41.00
147096	2/1/18	*****8612	Regina D Tucker	77.00
147097	2/1/18	*****4785	Kanya D Ridley	224.00
147098	2/1/18	*****5753	Kevin j Hernandez	228.00
147099	2/1/18	*****6015	Sherron A Camp	158.00
147100	2/1/18	*****2405	Christina M Torres-Turner	179.00
147101	2/1/18	*****6241	Felisha L Lee	145.00
147102	2/1/18	*****0841	Mona Lisa Jones	92.00
147103	2/1/18	*****4353	Linda S Killion	11.00
147104	2/1/18	*****3256	Melanie M Brooks	19.00
147105	2/1/18	*****5492	Michelle m Williams	70.00
147106	2/1/18	*****0046	Letta D Christian	27.00
147107	2/1/18	*****7135	Michele N Nichols	55.00
147108	2/1/18	*****2879	Tieshia S Jones	165.00
147109	2/1/18	*****5626	Lashawn P Fields	74.00
147110	2/1/18	*****4702	Tracey S Russell	19.00
147111	2/1/18	*****4331	Mildred L Edwards	151.00
147112	2/1/18	*****4559	Julie A Young	51.00
147113	2/1/18	*****0248	Abdul A Wardak	62.00
147114	2/1/18	*****3181	Shirley J Strausbaugh	1.00
147115	2/1/18	*****1715	Chantal L Bolden	0.00
147116	2/1/18	*****1015	Jessica D Parker	172.00
147117	2/1/18	*****2695	Monique Thompson	32.00
147118	2/1/18	*****1686	Jasmine J Jackson	46.00
147119	2/1/18	*****5298	Gloria F Nelson	19.00
147120	2/1/18	*****6507	Melissa R Griffin	19.00
147121	2/1/18	*****3869	Charlene M Best	95.00
147122	2/1/18	*****1062	Lateefah S Camacho	215.00
147123	2/1/18	*****4721	Ebony N Manning	66.00
147124	2/1/18	*****2217	Camille A Lascano	177.00
147125	2/1/18	*****9229	Sonia M Guevara	134.00
147126	2/1/18	*****8078	Lisa E Gordon	17.00
147127	2/1/18	*****2808	Ramona P Jimenez	150.00
147128	2/1/18	*****5288	Nicole m Magnus	19.00
147130	2/1/18	*****3065	Amber S Beshears	11.00
147131	2/1/18	*****1606	Tamika Brown	39.00
147132	2/1/18	*****1696	Angela M Lenzi	29.00
147133	2/1/18	*****3183	Sonja I Campos	40.00
147134	2/1/18	*****2060	Venus L Phillips	19.00

147135	2/1/18	*****5072	Chawnette D Sneed	46.00
147136	2/1/18	*****8818	Lisa n Macpheators	134.00
147137	2/1/18	*****3882	JohnElla Mayo	38.00
147138	2/1/18	*****3277	Stacie J Hogan	8.00
147139	2/1/18	*****6969	Judy J Nelum	9.00
147140	2/1/18	*****3349	Iris S Randall	46.00
147141	2/1/18	*****0840	Dalisha L Bernstine	101.00
147142	2/1/18	*****7242	Johnisha K Downs	37.00
147143	2/1/18	*****6953	Nathan Banks JR	26.00
147144	2/1/18	*****1238	Ramonda A Carlos	4.00
147145	2/1/18	*****6995	Graciela Arroyo	63.00
147146	2/1/18	*****0195	Shanoria s Sasser	87.00
147147	2/1/18	*****7390	Masuda Nawabi	36.00
147148	2/1/18	*****1951	Vinisha D Thornton	214.00
147149	2/1/18	*****0849	Briana I Edwards	6.00
147150	2/1/18	*****7822	Daudi K Edmond	41.00
147151	2/1/18	*****5758	Monique c Chaves	96.00
147152	2/1/18	*****1164	Michelle M Balestrieri	155.00
147153	2/1/18	*****6095	Leilani S Gomez	48.00
147154	2/1/18	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management	2,000.00
147155	2/1/18	*****9326	Western Addition Apartments, LLC	1,506.00
147156	2/1/18	*****8574	Alamo Square Apartments LLC	2,014.00
147157	2/1/18	*****9810	Housing Authority of the County of Alameda	2,665.16
147158	2/1/18	*****0339	Shanda Arnold	1,803.00
147160	2/1/18		Los Angeles County Housing Authority	1,892.58
147161	2/1/18	*****0348	Hartz Property Management	1,384.00
147162	2/1/18	*****3423	Sally Lea Hickman	1,458.00
147163	2/1/18	*****1057	Diamond Hillside Apartments	1,093.00
147164	2/1/18	*****0978	King County Housing Authority	1,414.58
147165	2/1/18	*****6908	Haiyan Lan	2,337.00
147166	2/1/18	*****3848	Leticia Carasi Malasig	453.00
147167	2/1/18	*****0602	Marshall Housing Authority	751.58
147168	2/1/18	*****3124	Dante McDonald	1,036.00
147169	2/1/18	*****2593	Ba Nguyen Thu Thi Ngo	2,591.00
147170	2/1/18	*****9182	Lorene Paysinger	1,790.00
147171	2/1/18	*****7243	Linda Phon	932.00
147172	2/1/18	*****1385	Ramona Apartment Investors LLC	1,000.00
147173	2/1/18	*****4614	Vincenzo Signorino	1,353.00
147174	2/1/18		United States Treasury	1,212.00

* 20118001	2/1/18	*****2626	9th Street Associates, LP	DD - ES	1,737.00
20118002	2/1/18	*****0229	Meerwais Abdiani	DD - ES	877.00
20118003	2/1/18	*****6825	A Classey Corp. DBA: ACL Property Management	DD - ES	1,853.00
20118004	2/1/18	*****6232	Rosario Aguilar	DD - ES	885.00
20118005	2/1/18	*****5759	Rosa Aguirre	DD - ES	2,120.00
20118006	2/1/18	*****9530	Demetrius Alexander	DD - ES	1,610.00
20118007	2/1/18	*****2539	Ida Alfaro	DD - ES	572.00
20118008	2/1/18	*****3510	Altisource Residential Corporation	DD - ES	1,023.00
20118009	2/1/18	*****9681	Dale Alvarez	DD - ES	1,127.00
20118011	2/1/18	*****0104	Cecilia Anderson	DD - ES	2,279.00
20118012	2/1/18	*****0387	James or Brenda Anderson	DD - ES	3,175.00
20118013	2/1/18	*****5255	Linda S Anderson	DD - ES	2,689.00
20118014	2/1/18	*****9111	Shawn Anderson	DD - ES	1,294.00
20118015	2/1/18	*****8701	Mariteresa Arenson c/o Select 1 Realty	DD - ES	1,955.00
20118016	2/1/18	*****0707	Sergeant or Sima Austin	DD - ES	1,329.00
20118017	2/1/18	*****3967	Ajay Banga	DD - ES	3,119.00
20118018	2/1/18	*****2764	Mel L. Banagan	DD - ES	1,338.00
20118019	2/1/18	*****4138	Carlos G. Barraza	DD - ES	820.00
20118020	2/1/18	*****3909	Ken Bartlett	DD - ES	3,369.00
20118021	2/1/18	*****7446	Bay Burg Property, LLC	DD - ES	1,031.00
20118022	2/1/18	*****5979	John Bedford	DD - ES	322.00
20118023	2/1/18	*****9093	Holly Beech	DD - ES	3,911.00
20118025	2/1/18	*****8614	Charles Bell and Camino Johnson-Bell	DD - ES	1,666.00
20118026	2/1/18	*****2521	Belmont Apartments	DD - ES	18,895.00
20118027	2/1/18	*****2521	Belmont Apartments	DD - ES	19,728.00
20118028	2/1/18	*****2521	Belmont Apartments	DD - ES	19,642.00
20118029	2/1/18	*****2521	Belmont Apartments	DD - ES	19,016.00
20118030	2/1/18	*****2521	Belmont Apartments	DD - ES	2,318.00
20118031	2/1/18	*****5996	Alex Benjamin	DD - ES	1,567.00
20118032	2/1/18	*****7889	Tennyson Berry	DD - ES	2,600.00
20118033	2/1/18	*****8634	Bethel Global Development LLC	DD - ES	1,339.00
20118034	2/1/18	*****7075	Som N Bhatia	DD - ES	1,315.00
20118035	2/1/18	*****0602	Pinakin Bhatt	DD - ES	2,103.00
20118036	2/1/18	*****8470	Joseph B. Bachir	DD - ES	533.00
20118037	2/1/18	*****3895	Anthony L. Blackburn	DD - ES	1,425.00
20118038	2/1/18	*****3502	Black Diamond Management	DD - ES	1,192.00
20118039	2/1/18	*****7357	Shanxia Yang Bolton	DD - ES	452.00
20118040	2/1/18	*****5924	Steven Booras	DD - ES	1,519.00

20118041	2/1/18	*****3037	Kelly Ann Bradford	DD - ES	1,545.00
20118042	2/1/18	*****3015	Michael Brady	DD - ES	396.00
20118043	2/1/18	*****5829	Brian Carter	DD - ES	1,199.00
20118044	2/1/18	*****0658	Earlean Brown	DD - ES	2,331.00
20118045	2/1/18	*****6215	Janet Brown	DD - ES	836.00
20118046	2/1/18	*****7469	Jessica G. or Sean Brophy	DD - ES	1,188.00
20118047	2/1/18	*****9783	Lauren H Brown	DD - ES	947.00
20118048	2/1/18	*****9954	Blue Sapphire Homes, Inc.	DD - ES	2,171.00
20118049	2/1/18	*****2142	Huong T. Bui	DD - ES	3,071.00
20118050	2/1/18	*****3080	Vu Manh Bui	DD - ES	1,422.00
20118051	2/1/18	*****3187	Burga Family California Trust	DD - ES	1,975.00
20118054	2/1/18	*****3026	Jerome Busby	DD - ES	1,868.00
20118055	2/1/18	*****7349	Xuelong Cao	DD - ES	786.00
20118057	2/1/18	*****4042	Donnell I. Carson	DD - ES	1,810.00
20118058	2/1/18	*****5079	Castle Creek Company, Inc.	DD - ES	1,377.00
			Trust Account		
20118059	2/1/18	*****6869	Cora Ann Chambers	DD - ES	1,542.00
20118060	2/1/18	*****6228	Gayle Chamberlain	DD - ES	858.00
20118061	2/1/18	*****0398	Kan Chuen Chan	DD - ES	2,020.00
20118062	2/1/18	*****5571	P. M. Chaobal	DD - ES	2,600.00
20118063	2/1/18	*****1853	Hong Chen	DD - ES	4,596.00
20118064	2/1/18	*****8946	Jienlin Chen	DD - ES	2,256.00
20118065	2/1/18	*****6735	Li Ying Chen	DD - ES	1,517.00
20118066	2/1/18	*****0128	Ping Chen	DD - ES	1,940.00
20118067	2/1/18	*****2680	Sherry Chen	DD - ES	533.00
20118068	2/1/18	*****4714	Wenhua Chen	DD - ES	2,382.00
20118069	2/1/18	*****5473	Hwa-Yoong Chiu	DD - ES	1,713.00
20118070	2/1/18	*****3211	Ada Choi	DD - ES	1,851.00
20118071	2/1/18	*****2454	Chun Ok Choi	DD - ES	1,502.00
20118072	2/1/18	*****0310	City of Pittsburg Housing Authority	DD - ES	4,325.00
20118073	2/1/18	*****3591	Juan F. Clara	DD - ES	1,257.00
20118074	2/1/18	*****7054	Ping Cao	DD - ES	1,217.00
20118075	2/1/18	*****1362	College Park Housing Authority	DD - ES	1,140.58
20118076	2/1/18	*****9873	Angel Contreras	DD - ES	2,652.00
20118077	2/1/18	*****8060	Betty Conner	DD - ES	1,141.00
20118078	2/1/18	*****3394	Kim Cortesi	DD - ES	1,700.00
20118086	2/1/18	*****7194	Maria G. Costa	DD - ES	663.00
20118087	2/1/18	*****1944	Melonie C. Miles - Trustee Phillip Cotton and Freddie Cotton 2005 Trust	DD - ES	1,806.00
20118088	2/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	18,529.94

20118089	2/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	22,300.00
20118090	2/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	21,120.00
20118091	2/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	2,176.00
20118092	2/1/18	*****6569	Jeannette D. Crespo	DD - ES	2,312.00
20118093	2/1/18	*****4259	Junie Varela Crosby	DD - ES	992.00
20118094	2/1/18	*****7900	Patricia Crosby	DD - ES	1,422.00
20118095	2/1/18	*****3327	Jorge Robert Dagys Delevan Catty Leticia Pajoluk	DD - ES	1,502.00
20118096	2/1/18	*****2942	Mary F Dahlquist	DD - ES	2,542.00
20118097	2/1/18	*****6248	Justin Dailey	DD - ES	1,448.00
20118098	2/1/18	*****1622	Dam Quang To	DD - ES	714.00
20118099	2/1/18	*****8853	Antoinette Davis	DD - ES	1,376.00
20118100	2/1/18	*****2963	Audrey Davis	DD - ES	956.00
20118101	2/1/18	*****0396	Kesha E. Davis	DD - ES	1,257.00
20118102	2/1/18	*****8929	Kevin Davidson	DD - ES	847.00
20118103	2/1/18	*****4961	Paulette Davis	DD - ES	1,319.00
20118104	2/1/18	*****6115	Roshan M. Davis	DD - ES	1,415.00
20118105	2/1/18	*****9068	Jagdeep or Shashi Dayal	DD - ES	2,367.00
20118106	2/1/18	*****8370	Charles Dellamore	DD - ES	1,644.00
20118107	2/1/18	*****5882	David De La Torre	DD - ES	1,234.00
20118109	2/1/18	*****1004	Brigitte P. Doan	DD - ES	7,035.00
20118110	2/1/18	*****3531	Anna Phuongnam Thi Do	DD - ES	2,050.00
20118111	2/1/18	*****9716	JoAnn or Larry Domina	DD - ES	1,141.00
20118112	2/1/18	*****5043	Alex Dongallo	DD - ES	1,055.00
20118113	2/1/18	*****6538	Linda Duong	DD - ES	607.00
20118114	2/1/18	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	6,686.00
20118115	2/1/18	*****0372	Doris Engle Family Ltd Partnership c/o Select 1 Realty	DD - ES	1,336.00
20118116	2/1/18	*****3757	Alma B Espiritu	DD - ES	1,711.00
20118117	2/1/18	*****6095	Rosario Espejo	DD - ES	1,380.00
20118118	2/1/18	*****0055	Gabe Essoe	DD - ES	1,689.00
20118119	2/1/18	*****0484	Pedro Amaya Estrada	DD - ES	672.00
20118120	2/1/18	*****6027	Jianxin Fang Jia Liu	DD - ES	4,060.00
20118121	2/1/18	*****3835	Michael Mao C/O Jing Feng	DD - ES	2,725.00
20118122	2/1/18	*****8236	Anthony Ferrell	DD - ES	1,708.00
20118123	2/1/18	*****2790	Barbara J. Fierner	DD - ES	1,097.00
20118124	2/1/18	*****9447	Joseph Field	DD - ES	1,096.00

20118125	2/1/18	*****7691	Hernan Roberto Figueroa	DD - ES	1,146.00
20118126	2/1/18	*****0962	Tochia D. Brewster Fleeton	DD - ES	939.00
20118127	2/1/18	*****5773	Alexander Flowers	DD - ES	1,484.00
20118128	2/1/18	*****1547	HomeForward (Housing Authority of Portland)	DD - ES	1,262.58
20118129	2/1/18	*****4032	Fox Creek Apartments	DD - ES	20,859.00
20118130	2/1/18	*****4032	Fox Creek Apartments	DD - ES	10,479.00
20118131	2/1/18	*****0284	Monica Fraga	DD - ES	1,688.00
20118132	2/1/18	*****6894	Rejois O. Frazier or Leroy Myers	DD - ES	1,782.00
20118133	2/1/18	*****6265	Mr. Darren Fuller	DD - ES	1,388.00
20118134	2/1/18	*****8997	Fan Fuller	DD - ES	1,004.00
20118135	2/1/18	*****9634	Gialene Gaines	DD - ES	1,450.00
20118136	2/1/18	*****8306	Bao Wen Gao	DD - ES	1,967.00
20118137	2/1/18	*****6981	Adraine Gardner	DD - ES	1,581.00
20118138	2/1/18	*****4278	Antoinette L Garcia	DD - ES	1,226.00
20118139	2/1/18	*****7036	David Gardner	DD - ES	3,079.00
20118140	2/1/18	*****0785	Rupesh Garg Samantha Garg	DD - ES	2,224.00
20118141	2/1/18	*****3578	Valerie Gardner	DD - ES	1,623.00
20118142	2/1/18	*****2931	William H. Gardiner	DD - ES	1,990.00
20118143	2/1/18	*****5111	Gateway Apartments	DD - ES	5,421.00
20118144	2/1/18	*****5298	Parvindokht Ghaboulidashti	DD - ES	840.00
20118145	2/1/18	*****2770	Eva Gholson	DD - ES	2,846.00
20118146	2/1/18	*****1145	Vernon or Eva Gholson	DD - ES	2,321.00
20118147	2/1/18	*****5958	Jacqueline Gill	DD - ES	971.00
20118148	2/1/18	*****8187	Sukpran Gill	DD - ES	1,361.00
20118149	2/1/18	*****3032	Jesse Gonzaga	DD - ES	887.00
20118150	2/1/18	*****2367	Ting Gong	DD - ES	2,094.00
20118151	2/1/18	*****6940	Frances Greene	DD - ES	2,800.00
20118152	2/1/18	*****4872	Rodney Green	DD - ES	1,205.00
20118153	2/1/18	*****3361	Rupinder Grewal	DD - ES	1,213.00
20118154	2/1/18	*****7325	Patricia Gridley	DD - ES	835.00
20118155	2/1/18	*****6305	Italo Grossi	DD - ES	1,581.00
20118156	2/1/18	*****6721	Amparo Guardado Cesar Q. Guardado	DD - ES	1,287.00
20118157	2/1/18	*****0940	Krystle Guan	DD - ES	6,597.00
20118158	2/1/18	*****1575	Bob Gunson Real Estate C/O Julie Hang	DD - ES	1,321.00
20118159	2/1/18	*****5267	Abhilash Gupta	DD - ES	5,262.00
20118160	2/1/18	*****7930	Donald R. Watson, Sr.	DD - ES	610.00
20118161	2/1/18	*****2314	Nicole Hackett	DD - ES	1,407.00
20118162	2/1/18	*****0457	Jeffrey Paul Hagler	DD - ES	1,311.00
20118163	2/1/18	*****9827	Delores Jane Hall	DD - ES	1,371.00

20118164	2/1/18	*****1769	Lawrence Harrold	DD - ES	4,675.00
20118165	2/1/18	*****7423	Delta Hawaii Garden Apartments LLC	DD - ES	3,305.00
20118166	2/1/18	*****5859	Chuanhu He	DD - ES	1,669.00
20118167	2/1/18	*****6728	David T. Hennigan	DD - ES	7,206.00
20118168	2/1/18	*****3097	Silvester C. Henderson	DD - ES	3,061.00
20118169	2/1/18	*****5221	Anna Hernandez	DD - ES	2,350.00
20118170	2/1/18	*****2157	Elias Herrera	DD - ES	1,778.00
20118171	2/1/18	*****7408	Serene Herrmann	DD - ES	923.00
20118172	2/1/18	*****1603	Marva Hill	DD - ES	423.00
20118173	2/1/18	*****6255	Carl E. Hoard II	DD - ES	1,651.00
20118174	2/1/18	*****7386	Hanh Huu Hoang	DD - ES	2,193.00
20118175	2/1/18	*****5654	Havy S Hoag	DD - ES	2,562.00
20118176	2/1/18	*****4106	Albert Ho	DD - ES	1,797.00
20118177	2/1/18	*****2084	Annie Ho The Annie Ho Living Trust	DD - ES	1,307.00
20118178	2/1/18	*****0051	Dan Ho	DD - ES	2,255.00
20118179	2/1/18	*****8576	Joyce Ann Hoffman	DD - ES	1,304.00
20118180	2/1/18	*****7451	Gloria H. Holbrook	DD - ES	1,950.00
20118181	2/1/18	*****4543	Ronald G. Holmes	DD - ES	1,267.00
20118182	2/1/18	*****5700	Tony Ho	DD - ES	1,322.00
20118183	2/1/18	*****3787	Howard County Housing Commission	DD - ES	1,182.58
20118184	2/1/18	*****1535	Fanny Kao Huang	DD - ES	2,301.00
20118185	2/1/18	*****8816	Ming Zin Huang	DD - ES	2,484.00
20118186	2/1/18	*****7984	Tao Huang	DD - ES	9,427.00
20118187	2/1/18	*****7179	Ya Jing Huang	DD - ES	2,386.00
20118188	2/1/18	*****9084	Nancy Xiu Zhen Hu	DD - ES	1,986.00
20118189	2/1/18	*****6229	Thinh Trieu Huynh	DD - ES	1,720.00
20118190	2/1/18	*****0778	IGreen House Inc.	DD - ES	1,069.00
20118191	2/1/18	*****8007	2015-1 IH2 Borrower LP	DD - ES	0.00
20118192	2/1/18	*****4320	IH2 Property West, L.P.	DD - ES	1,430.00
20118193	2/1/18	*****7951	IH5 Property West LP	DD - ES	2,400.00
20118194	2/1/18	*****2726	IH4 Property West LP	DD - ES	2,050.00
20118195	2/1/18	*****8323	Keyee Investment LLC	DD - ES	268.00
20118196	2/1/18	*****1017	LaShon D Irving	DD - ES	2,172.00
20118197	2/1/18	*****0911	Mario Isidro	DD - ES	1,735.00
20118198	2/1/18	*****6821	Michael or Kay Isola	DD - ES	1,228.00
20118199	2/1/18	*****2036	Brandi Jackson C/O Perry Realty Team	DD - ES	2,054.00
20118200	2/1/18	*****4910	Sameer Jain	DD - ES	1,986.00
20118201	2/1/18	*****3307	Vishal S. Jain	DD - ES	891.00
20118202	2/1/18	*****1349	Jason Le	DD - ES	2,251.00

20118203	2/1/18	*****0833	Alonzo D. Johnson	DD - ES	946.00
20118204	2/1/18	*****5506	Jason K. Johnson	DD - ES	3,010.00
20118205	2/1/18	*****8569	Ronita Johnson	DD - ES	1,195.00
20118206	2/1/18	*****8867	James Jones	DD - ES	1,941.00
20118207	2/1/18	*****2434	Sharon Jones	DD - ES	1,709.00
20118208	2/1/18	*****9670	Cheryl D Joseph	DD - ES	2,142.00
20118209	2/1/18	*****4905	Mostaeen B Jouya	DD - ES	2,134.00
20118210	2/1/18	*****5704	Jayne Walton Separate Property Trust	DD - ES	1,479.00
20118211	2/1/18	*****5647	Om Parkash Kalra	DD - ES	3,316.00
20118212	2/1/18	*****8425	Wei Kang	DD - ES	3,730.00
20118213	2/1/18	*****1731	Deepinder Kaur	DD - ES	2,355.00
20118214	2/1/18	*****7429	Navkirandeep Kaur	DD - ES	1,172.00
20118215	2/1/18	*****6180	K. E. M. Group LLC	DD - ES	1,934.00
20118216	2/1/18	*****9411	Anthony Keslinke	DD - ES	2,406.00
20118217	2/1/18	*****2578	Faraz Ali Khan	DD - ES	1,677.00
20118218	2/1/18	*****0839	Alan T. Kilpatrick	DD - ES	1,018.00
20118219	2/1/18	*****5113	Michelle King	DD - ES	1,755.00
20118220	2/1/18	*****0888	KW Kirker Creek, LLC	DD - ES	2,898.00
20118221	2/1/18	*****7475	Qi Yun Kuang	DD - ES	3,935.00
20118222	2/1/18	*****8506	Simon Kailiang Kuang	DD - ES	1,432.00
20118223	2/1/18	*****9316	Zdzislaw Kujawa	DD - ES	1,607.00
20118224	2/1/18	*****2585	Daniel Kwan	DD - ES	3,836.00
20118225	2/1/18	*****6229	Simon Chuen-Sang Kwong	DD - ES	1,470.00
20118226	2/1/18	*****8326	Thomas LaFleur	DD - ES	1,888.00
20118227	2/1/18	*****7845	Chow Kang Lam	DD - ES	1,577.00
20118228	2/1/18	*****6520	Shirley Manly-Lampkin	DD - ES	1,036.00
20118229	2/1/18	*****6102	Maria Lara	DD - ES	1,608.00
20118230	2/1/18	*****7975	Peter C. Larsen	DD - ES	941.00
20118231	2/1/18	*****2401	Kevin Lassair	DD - ES	1,544.51
20118232	2/1/18	*****4732	Latif, LLC	DD - ES	2,786.00
20118233	2/1/18	*****0938	Ingrid Lau	DD - ES	1,526.00
20118234	2/1/18	*****8224	Kai Man Lau	DD - ES	1,516.00
20118235	2/1/18	*****9373	Delphia M. or Clarence Lawson	DD - ES	1,093.00
20118236	2/1/18	*****6826	Living Trust of Geroge Van & Fannie Mae Laswon C/O Nicole C. Nicholson - Trustee	DD - ES	518.00
20118237	2/1/18	*****2293	LCSTAR, LLC	DD - ES	5,755.00
20118238	2/1/18	*****0984	Dao Tran Le	DD - ES	1,246.00
20118239	2/1/18	*****8548	Jack Wai Lee	DD - ES	1,862.00
20118240	2/1/18	*****1755	Siu Wan Windytiti Lee	DD - ES	1,521.00
20118241	2/1/18	*****2527	Steven Lee	DD - ES	1,125.00
20118242	2/1/18	*****5289	Yuhjen Juang Lee	DD - ES	1,714.00

20118243	2/1/18	*****1860	Lena Le	DD - ES	838.00
20118244	2/1/18	*****9382	Luigi Leoncio, LLC	DD - ES	1,654.00
20118245	2/1/18	*****3782	Joseph C. Lerma	DD - ES	943.00
20118246	2/1/18	*****3555	Yiping I. and Frederic Leroudier	DD - ES	3,355.00
20118247	2/1/18	*****3410	John M. Leung	DD - ES	5,544.00
20118248	2/1/18	*****8951	Kin or Siu F. Leung	DD - ES	1,464.00
20118249	2/1/18	*****3743	May Leung or Rodney Chen	DD - ES	1,821.00
20118250	2/1/18	*****2110	Peter Leung	DD - ES	2,153.00
20118251	2/1/18	*****5185	Fortunee Lichaa	DD - ES	1,505.00
20118252	2/1/18	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	280.00
20118253	2/1/18	*****0416	Faqiang Li	DD - ES	1,260.00
20118254	2/1/18	*****8871	Jie Li	DD - ES	1,297.00
20118255	2/1/18	*****7827	Jinhuan Li	DD - ES	1,542.00
20118256	2/1/18	*****5495	Jian S Lin	DD - ES	1,474.00
20118257	2/1/18	*****2649	Tim Lindstrom c/o AAA Property Management	DD - ES	993.00
20118258	2/1/18	*****6076	Chingyao J Liu Wei Chen	DD - ES	1,184.00
20118259	2/1/18	*****3881	Vivian Y Li	DD - ES	1,642.00
20118260	2/1/18	*****1547	Paul Livson	DD - ES	1,524.00
20118261	2/1/18	*****0050	Wei Min Li	DD - ES	1,359.00
20118262	2/1/18	*****9003	Ying Hong Li	DD - ES	1,665.00
20118263	2/1/18	*****1646	Paul Long	DD - ES	2,497.00
20118264	2/1/18	*****1474	Los Medanos Village Apartments	DD - ES	22,843.00
20118265	2/1/18	*****7531	Tony or Yvonne Louie	DD - ES	1,400.00
20118266	2/1/18	*****1790	Valerie Love	DD - ES	994.00
20118267	2/1/18	*****5602	Marshall & Sonya Lowe	DD - ES	1,112.00
20118268	2/1/18	*****0153	Ariston Laurito Loyola	DD - ES	824.00
20118269	2/1/18	*****7720	Jose Loza	DD - ES	710.00
20118270	2/1/18	*****2354	Andrew Kin Lui	DD - ES	4,947.00
20118271	2/1/18	*****4658	Wei Liu Guangxin Frank Liu	DD - ES	1,544.00
20118272	2/1/18	*****7843	The Entrust Group, Inc. FBO Theodore Lum IRA (acct #34892)	DD - ES	1,222.00
20118273	2/1/18	*****1821	Curtis H. Lundberg	DD - ES	550.00
20118274	2/1/18	*****1596	Kenneth Luong	DD - ES	1,595.00
20118275	2/1/18	*****1494	Xiangwen Lu	DD - ES	1,437.00
20118276	2/1/18	*****5430	Kiet A. Ly	DD - ES	1,767.00
20118277	2/1/18	*****4009	Yolanda McDonald	DD - ES	1,243.00
20118278	2/1/18	*****5865	Rakesh Madra	DD - ES	4,151.00

20118279	2/1/18	*****5605	Robert Madson Lisa Swafford	DD - ES	1,843.00
20118280	2/1/18	*****2191	Radha Mahesram	DD - ES	1,430.00
20118281	2/1/18	*****7358	Mahnoor Tariq	DD - ES	2,588.00
20118282	2/1/18	*****4372	Jennifer Leung Ma	DD - ES	5,625.00
20118283	2/1/18	*****1989	Jeff Mann	DD - ES	4,498.00
20118284	2/1/18	*****5378	Glenn Marshall	DD - ES	1,341.00
20118285	2/1/18	*****2875	Marla Y Harrison	DD - ES	337.00
20118286	2/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	15,715.00
20118287	2/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	15,320.00
20118288	2/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	15,133.00
20118289	2/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	5,194.00
20118290	2/1/18	*****5287	Louie W. Maruri El Dorado Apartments	DD - ES	877.00
20118291	2/1/18	*****3065	Tanya Martha	DD - ES	1,877.00
20118292	2/1/18	*****9206	Demetria d Mason	DD - ES	2,703.00
20118293	2/1/18	*****6768	Matrixone Realty	DD - ES	1,033.00
20118294	2/1/18	*****3048	Rita J. McCrystle	DD - ES	1,210.00
20118295	2/1/18	*****7174	Samuel McCree	DD - ES	1,273.00
20118296	2/1/18	*****6494	Dorothy McDonald	DD - ES	1,830.00
20118297	2/1/18	*****1925	Veronica R. McElroy	DD - ES	1,982.00
20118298	2/1/18	*****1152	Janice K McLean	DD - ES	1,022.00
20118299	2/1/18	*****4675	Meadow Glen Apartments	DD - ES	3,207.00
20118300	2/1/18	*****9866	Tatung Mei	DD - ES	3,314.00
20118301	2/1/18	*****4316	Joel Mejia	DD - ES	428.00
20118302	2/1/18	*****5245	Jinyu Meng	DD - ES	1,948.00
20118303	2/1/18	*****4885	Sabine Menzel	DD - ES	2,326.00
20118304	2/1/18	*****0133	Mercedes P. Johnson	DD - ES	519.00
20118305	2/1/18	*****8272	Hector Meza	DD - ES	837.00
20118306	2/1/18	*****9885	Andrew S Miloslavich	DD - ES	1,697.00
20118307	2/1/18	*****7437	Perchak Properties for Carol Miller	DD - ES	1,864.00
20118308	2/1/18	*****9782	Maryann Miller	DD - ES	1,148.00
20118309	2/1/18	*****2618	Carlos J Miranda	DD - ES	701.00
20118310	2/1/18	*****0772	Hassan Mirabedi	DD - ES	7,558.00
20118311	2/1/18	*****6741	Gwendolyn Mitchell	DD - ES	1,380.00
20118312	2/1/18	*****7083	Ronnie Eric Moffett Estate	DD - ES	1,971.00
20118313	2/1/18	*****6340	Moe Mojaddidi	DD - ES	4,214.00
20118314	2/1/18	*****0985	Rodney Montgomery or Sharon Montgomery	DD - ES	1,066.00
20118315	2/1/18	*****6975	Joseph Nelson Morin	DD - ES	1,710.00
20118316	2/1/18	*****7725	Ricardo Moran Gonzalez	DD - ES	1,110.00
20118317	2/1/18	*****3642	Eva Munn	DD - ES	489.00

20118318	2/1/18	*****8820	Brien Brothers, LLC C/O Mynd Management, IC.	DD - ES	1,615.00
20118319	2/1/18	*****0105	Ehsan Nabkel	DD - ES	2,833.00
20118320	2/1/18	*****9276	Fariba Naji	DD - ES	1,800.00
20118321	2/1/18	*****6234	Shinder Paul Narabut	DD - ES	7,177.00
20118322	2/1/18	*****9518	Farida Nawabi	DD - ES	2,555.00
20118323	2/1/18	*****0054	NC Associates, Inc.	DD - ES	9,347.00
20118324	2/1/18	*****6959	Joy Neal	DD - ES	1,764.00
20118325	2/1/18	*****5257	Guy Nesbeth	DD - ES	2,801.00
20118326	2/1/18	*****4114	James or Margaret Nevis	DD - ES	1,162.00
20118327	2/1/18	*****3516	New Way Management Services	DD - ES	7,414.00
20118328	2/1/18	*****1072	Dominic Y Ng	DD - ES	2,582.00
20118329	2/1/18	*****3604	Knowland Ging Ng	DD - ES	4,204.00
20118330	2/1/18	*****8594	Patrick Ng Mike Perry, Property Manager	DD - ES	2,022.00
20118331	2/1/18	*****9319	Sunny S Ng	DD - ES	1,477.00
20118332	2/1/18	*****0738	Hieu Nguyen	DD - ES	1,449.00
20118333	2/1/18	*****7154	Huy Quang Nguyen	DD - ES	2,161.00
20118334	2/1/18	*****4366	Quyen Nguyen	DD - ES	1,710.00
20118335	2/1/18	*****8241	Tieu Nguyen	DD - ES	812.00
20118336	2/1/18	*****7265	Ernest Nichols III	DD - ES	3,470.00
20118337	2/1/18	*****9886	Northstar Financial Group, LLC	DD - ES	276.00
20118338	2/1/18	*****8129	Kevin Nord Nord Investment Real Estate	DD - ES	1,350.00
20118339	2/1/18	*****2286	North State Financial, Inc.	DD - ES	1,403.00
20118341	2/1/18	*****1194	Jennifer Odei	DD - ES	1,454.00
20118342	2/1/18	*****5572	Dwight J Owens	DD - ES	377.00
20118343	2/1/18	*****7606	Juanita Olayo	DD - ES	1,514.00
20118344	2/1/18	*****4543	Esosa A. Omokaro	DD - ES	2,386.00
20118345	2/1/18	*****0588	Orange County Housing Authority	DD - ES	2,238.58
20118346	2/1/18	*****3741	Sandra L Ortiz	DD - ES	1,793.00
20118347	2/1/18	*****2915	Tony Jose Ortiz	DD - ES	783.00
20118348	2/1/18	*****1081	Chinenye Osuagwu	DD - ES	1,907.00
20118349	2/1/18	*****9139	Olubukola Amoke Oyebade	DD - ES	2,414.00
20118350	2/1/18	*****3324	Mutlu Ozer	DD - ES	1,678.00
20118351	2/1/18	*****4083	Pacific Living, LLC	DD - ES	2,379.00
20118352	2/1/18	*****1176	John Mario Pascuzzi	DD - ES	1,554.00
20118353	2/1/18	*****7811	Hemangini & Vijendra Patel	DD - ES	2,100.00
20118354	2/1/18	*****0885	Kokila Patel	DD - ES	1,302.00
20118355	2/1/18	*****8684	Virendra M. Patel	DD - ES	1,785.00
20118356	2/1/18	*****8047	Jason Pauline	DD - ES	1,707.00

20118357	2/1/18	*****3189	Loycell Peacock	DD - ES	1,015.00
20118358	2/1/18	*****5165	Scott Pease	DD - ES	1,011.00
20118359	2/1/18	*****3278	Maria Del Carmen Perez	DD - ES	365.00
20118360	2/1/18	*****6784	Lowde Y. Perkins	DD - ES	901.00
20118361	2/1/18	*****8225	Shiv Pertab	DD - ES	1,800.00
20118362	2/1/18	*****0958	Pittsburg Park Apartments	DD - ES	4,845.00
20118363	2/1/18	*****7605	Portofino Apartments	DD - ES	9,292.00
20118364	2/1/18	*****8826	Prime Metropolis Properties, Inc.	DD - ES	4,225.00
20118365	2/1/18	*****2849	IH5 Property West, LP	DD - ES	2,041.00
20118366	2/1/18	*****3398	Marples Property Management	DD - ES	2,811.00
20118367	2/1/18	*****4650	A. Meadows Property Management	DD - ES	2,308.00
20118368	2/1/18	*****7789	Stokley Properties LLC Harbor	DD - ES	2,282.00
20118369	2/1/18	*****8055	Property Upsurge, Inc.	DD - ES	12,318.00
20118370	2/1/18	*****0782	Amjad Qaqish	DD - ES	921.00
20118371	2/1/18	*****9542	Sam or Sonia Quinones	DD - ES	1,800.00
20118372	2/1/18	*****4029	Amos Radford	DD - ES	1,400.00
20118373	2/1/18	*****1034	Kuljit P Raju	DD - ES	1,437.00
20118374	2/1/18	*****2261	Paramjit K. Raju	DD - ES	2,728.00
20118375	2/1/18	*****3452	Christopher Ramirez	DD - ES	1,928.00
20118376	2/1/18	*****8489	Enrique or Stacy Ramirez	DD - ES	600.00
20118377	2/1/18	*****2162	Erika Ramirez	DD - ES	1,856.00
20118379	2/1/18	*****2283	Rohini Ram	DD - ES	1,818.00
20118380	2/1/18	*****6068	David Raughton	DD - ES	2,804.00
20118382	2/1/18	*****8337	RayCaro Inc.	DD - ES	3,024.00
20118383	2/1/18	*****8227	Croskey Real Estate, Inc.	DD - ES	1,870.00
20118385	2/1/18	*****7083	Reliant - Woods Grove, LP	DD - ES	7,141.00
20118386	2/1/18	*****7349	Eric Franklin Remson	DD - ES	1,102.00
20118387	2/1/18	*****1078	Cora Lee Rice Anderson Rice	DD - ES	905.00
20118389	2/1/18	*****9321	Roger Riley	DD - ES	1,869.00
20118390	2/1/18	*****4115	Tamara Rivas Douglas Rivas	DD - ES	423.00
20118391	2/1/18	*****6917	Ronald D. Shelly or Julie Crowder	DD - ES	1,087.00
20118392	2/1/18	*****0694	Jason Ruffin	DD - ES	2,279.00
20118393	2/1/18	*****4579	Elvira Ruiz	DD - ES	1,140.00
20118394	2/1/18	*****5248	Constance Russell	DD - ES	1,168.00
20118395	2/1/18	*****3011	Alicia Saucedo	DD - ES	1,387.00
20118396	2/1/18	*****7615	Gregory Paul Schulz	DD - ES	1,523.00
20118397	2/1/18	*****9954	Richard M. Sciortino	DD - ES	1,066.00
20118398	2/1/18	*****7031	Jacqueline Selinger	DD - ES	1,658.00
20118399	2/1/18	*****5346	Young Sook Seroy	DD - ES	1,898.00

20118400	2/1/18	*****1446	Mohinder Sharma	DD - ES	1,004.00
20118401	2/1/18	*****7239	Shailesh & Bela Patel	DD - ES	2,651.00
20118402	2/1/18	*****4900	Paul Shatswell	DD - ES	1,521.00
20118403	2/1/18	*****1370	James Shipe, c/o Richard Grijalva, East Cty Brokers	DD - ES	2,613.00
20118404	2/1/18	*****5981	Yihui Shi	DD - ES	2,000.00
20118405	2/1/18	*****7789	Siena Court Apartments	DD - ES	8,923.00
20118406	2/1/18	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	3,935.00
20118407	2/1/18	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	12,537.00
20118408	2/1/18	*****6650	Frank M. Siino	DD - ES	994.00
20118409	2/1/18	*****8035	Joseph Michael Siino	DD - ES	1,275.00
20118410	2/1/18	*****5399	Gloria Silva	DD - ES	1,372.00
20118411	2/1/18	*****7250	2012-C Property Holdings LLC	DD - ES	3,235.00
20118412	2/1/18	*****8407	Marc J. Simpson	DD - ES	1,437.00
20118413	2/1/18	*****3639	Raman Singh	DD - ES	1,925.00
20118414	2/1/18	*****6058	Son Singh	DD - ES	1,525.00
20118415	2/1/18	*****4970	Molly Smith	DD - ES	2,000.00
20118416	2/1/18	*****9092	Sherritta M Smith	DD - ES	1,033.00
20118417	2/1/18	*****0670	Southern Nevada Regional Housing Authority	DD - ES	821.58
20118418	2/1/18	*****2032	Cinthia Sosa	DD - ES	1,683.00
20118419	2/1/18	*****2985	Gloria Spahn	DD - ES	1,250.00
20118420	2/1/18	*****6977	Angela E. Robinson-Spencer	DD - ES	1,300.00
20118421	2/1/18	*****3465	Ramzi D Srouji	DD - ES	1,743.00
20118422	2/1/18	*****5343	Deborah Steppe	DD - ES	1,656.00
20118423	2/1/18	*****1601	George W. Stephens	DD - ES	1,641.00
20118424	2/1/18	*****5308	R R Rentals	DD - ES	1,527.00
20118426	2/1/18	*****6314	Amad Sultan	DD - ES	2,823.00
20118427	2/1/18	*****6318	Mr. Shahzad Sultan	DD - ES	2,475.00
20118428	2/1/18	*****8534	Suma Aryaei	DD - ES	2,212.00
20118429	2/1/18	*****1235	Summit Venture Group, LLC	DD - ES	2,008.00
20118430	2/1/18	*****6168	Kamaljeet Surila	DD - ES	1,364.00
20118431	2/1/18	*****0399	Joyce Hui Sy	DD - ES	6,161.00
20118432	2/1/18	*****1242	Hamed Tafaghodi Alexis Tafaghodi	DD - ES	1,163.00
20118433	2/1/18	*****9558	Edward C Tan	DD - ES	532.00
20118434	2/1/18	*****5832	Mohammad Tapus	DD - ES	2,743.00
20118435	2/1/18	*****5480	Tasia La Vonda Johnson	DD - ES	1,991.00
20118436	2/1/18	*****6283	Yun Teng Weijie Zhang	DD - ES	1,813.00
20118437	2/1/18	*****2164	Quyen Minh Thai	DD - ES	468.00

20118479	2/1/18	*****1853	WR Properties, Inc.	DD - ES	8,396.00
20118480	2/1/18	*****3962	Hong Wu	DD - ES	4,177.00
20118481	2/1/18	*****5388	Jian Ai Xuan	DD - ES	1,904.00
20118482	2/1/18	*****3880	Ping Ping Xu Keming Wang	DD - ES	4,213.00
20118483	2/1/18	*****2366	Karl Yick C/O Teresita D. Pereira	DD - ES	1,056.00
20118484	2/1/18	*****6779	Sally Yip	DD - ES	1,736.00
20118485	2/1/18	*****6210	Yong Qiang Lu	DD - ES	1,245.00
20118486	2/1/18	*****6178	Chris Kui You	DD - ES	2,235.00
20118487	2/1/18	*****7622	Yee Yue Cheung	DD - ES	759.00
20118488	2/1/18	*****8664	Mohammad Zalmaiyyar	DD - ES	2,823.00
20118489	2/1/18	*****2940	Wei Bin Zhang or Gao Wei	DD - ES	1,704.00
20118490	2/1/18	*****3259	Xirong Zhao	DD - ES	1,607.00
20118491	2/1/18	*****4367	Xiang Yang Zheng	DD - ES	2,154.00
20118492	2/1/18	*****3830	Joy Yi Zhou	DD - ES	2,290.00
20118493	2/1/18	*****7805	Shengguo Zhu	DD - ES	5,030.00
20118494	2/1/18	*****6132	Ying Zhu	DD - ES	4,643.00

Choice Voucher	HAP	1,213,425.72
	UR	7,158.73
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	675.80
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	\$1,221,260.25

Check Summary

February 1, 2018

Check Number	Check Date	Payee Tax ID	Payee	Amount
VASH				
147056	2/1/18	*****6041	Anthony L Johnson	29.00
147083	2/1/18	*****2982	Timothy P Harrington	82.00
147086	2/1/18		Vacaville Housing Authority	1,110.58
147088	2/1/18	*****3447	David S Loesch	36.00
147129	2/1/18	*****7574	Joseph A Newman	73.00
147157	2/1/18	*****9810	Housing Authority of the County of Alameda	578.00
147159	2/1/18	*****0331	Fairfield Housing Authority	1,213.16

20118438	2/1/18	*****9314	Silvia Thein and Ada Choi	DD - ES	2,323.00
20118439	2/1/18	*****4049	ChingJen Tong	DD - ES	3,707.00
20118440	2/1/18	*****1405	Lourdes or Raymond Tovar	DD - ES	1,605.00
20118441	2/1/18	*****2094	Raphael Minhtuyen Tran	DD - ES	4,962.00
20118442	2/1/18	*****6035	Tam Van Tran	DD - ES	1,918.00
20118443	2/1/18	*****1327	Thuy Tran	DD - ES	1,237.00
20118444	2/1/18	*****6165	Thanh Van Trinh	DD - ES	1,363.00
20118445	2/1/18	*****3572	Nhan Chi Truong	DD - ES	961.00
20118446	2/1/18	*****5313	Sean Thuyet Truong	DD - ES	1,423.00
20118447	2/1/18	*****9321	Van Truong	DD - ES	1,748.00
20118448	2/1/18	*****8392	Xavier Van Truong	DD - ES	7,812.00
20118449	2/1/18	*****5553	David Tseng	DD - ES	2,422.00
20118451	2/1/18	*****4582	Lidia Valladares	DD - ES	1,062.00
20118452	2/1/18	*****0250	Victor D Valenzuela	DD - ES	1,416.00
20118453	2/1/18	*****5853	Tu Van	DD - ES	1,772.00
20118454	2/1/18	*****3371	Gary D. Vasconcellos	DD - ES	1,091.00
20118455	2/1/18	*****8457	Sareena Lata Velu	DD - ES	1,640.00
20118456	2/1/18	*****9682	Nuno G Vieira	DD - ES	3,454.00
20118457	2/1/18	*****2720	Stephen Cordell Wafer	DD - ES	1,077.00
20118458	2/1/18	*****2768	Huan Rong Wang	DD - ES	1,456.00
20118459	2/1/18	*****6924	Lining Wan	DD - ES	1,780.00
20118460	2/1/18	*****6945	Wei Wang	DD - ES	2,000.00
20118461	2/1/18	*****1634	Yu Ruo Wang	DD - ES	1,878.00
20118462	2/1/18	*****5502	Mildred Lucille Washington	DD - ES	1,996.00
20118464	2/1/18	*****4384	Wenying Chang	DD - ES	1,773.00
20118465	2/1/18	*****0126	Marina West 10 LLC	DD - ES	1,450.00
20118466	2/1/18	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	4,535.00
20118468	2/1/18	*****2737	Jessica R Wiebe	DD - ES	2,221.00
20118469	2/1/18	*****0846	Glenda J. Wilkes	DD - ES	946.00
20118470	2/1/18	*****5057	Kathleen and John Wilson	DD - ES	1,278.00
20118471	2/1/18	*****8702	Kathy D. Williams	DD - ES	1,953.00
20118472	2/1/18	*****5026	Windeler Development Group, Inc.	DD - ES	1,357.00
20118473	2/1/18	*****1769	Alan York Lun Wong Alan York Lun Wong	DD - ES	233.00
20118474	2/1/18	*****1157	Har Pan Wong	DD - ES	6,263.00 ^P
20118475	2/1/18	*****6356	Joanne Wong	DD - ES	1,459.00
20118476	2/1/18	*****1060	Kinney Ming Wong	DD - ES	1,622.00
20118477	2/1/18	*****5451	Mei-Yuk Yu Wong Vincent Wong	DD - ES	2,146.00
20118478	2/1/18	*****5565	Yuk Lin Woo	DD - ES	766.00

20118010	2/1/18	*****4636	Felipe Amarante	DD - ES	1,441.00
20118020	2/1/18	*****3909	Ken Bartlett	DD - ES	1,075.00
20118024	2/1/18	*****7492	Adrienne Kelly Belton	DD - ES	1,160.00
20118026	2/1/18	*****2521	Belmont Apartments	DD - ES	1,208.00
20118052	2/1/18	*****8860	Joe Burns	DD - ES	1,200.00
20118053	2/1/18	*****8764	William Joseph Burgoyne	DD - ES	495.00
20118056	2/1/18	*****2513	Clara Beatriz Cardenas	DD - ES	1,550.00
20118079	2/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	12,690.80
20118080	2/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	11,431.80
20118081	2/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	11,278.80
20118082	2/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	10,833.80
20118083	2/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	9,492.80
20118084	2/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	12,500.80
20118085	2/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	3,342.32
20118088	2/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	6,462.00
20118089	2/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	5,738.00
20118090	2/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	6,347.00
20118091	2/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	1,130.00
20118108	2/1/18	*****9507	Olga M. Disney	DD - ES	1,149.00
20118114	2/1/18	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	607.00
20118130	2/1/18	*****4032	Fox Creek Apartments	DD - ES	396.00
20118143	2/1/18	*****5111	Gateway Apartments	DD - ES	3,332.00
20118159	2/1/18	*****5267	Abhilash Gupta	DD - ES	1,650.00
20118167	2/1/18	*****6728	David T. Hennigan	DD - ES	1,603.00
20118260	2/1/18	*****1547	Paul Livson	DD - ES	1,338.00
20118286	2/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	667.00
20118287	2/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	951.00
20118288	2/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	2,256.00
20118337	2/1/18	*****9886	Northstar Financial Group, LLC	DD - ES	4,693.00
20118340	2/1/18	*****0758	Oakland Housing Authority	DD - ES	0.00
20118367	2/1/18	*****4650	A. Meadows Property Management	DD - ES	412.00
20118378	2/1/18	*****6230	Leonardo Christopher Ramirez	DD - ES	1,432.00
20118381	2/1/18	*****2414	Tanya Nicole Ray	DD - ES	1,868.00
20118383	2/1/18	*****8227	Croskey Real Estate, Inc.	DD - ES	1,763.00
20118384	2/1/18	*****6703	Amerasia Real Estate Fund LLC	DD - ES	2,733.00
20118388	2/1/18	*****2935	RICHMOND HOUSING AUTHORITY	DD - ES	2,948.32
20118405	2/1/18	*****7789	Siena Court Apartments	DD - ES	776.00

20118425	2/1/18	*****0437	Suisun City Housing Authority	DD - ES	473.58
20118450	2/1/18	*****0447	Solano County Housing Authority	DD - ES	2,120.74
20118463	2/1/18	*****4563	Isidoro Weitzman	DD - ES	1,797.00
20118466	2/1/18	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	2,299.00
20118467	2/1/18	*****9380	Tracy J. Whitehead	DD - ES	2,002.00
20118479	2/1/18	*****1853	WR Properties, Inc.	DD - ES	1,693.00

VASH

HAP	138,132.42
UR	254.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	5,072.08
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$143,458.50

Grand Total

2/1/18 Check Summary

HAP (Regular)	\$ 1,128,125.72
HAP (VASH)	138,132.42
HAP (Port-In)	72,606.00
HAP (Port-Out)	12,694.00
Utility Reimbursement	7,412.73
Admin Fee	5,747.88
Total	\$ 1,364,718.75

HAP	1,351,558.14
UR	7,412.73
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	5,747.88
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$1,364,718.75

0 *

DD 1,321,705.11
CKS 43,013.64
1,364,718.75

pus 1/29/18
Approved/Review
2/1/18

Check Summary

February 15, 2018

Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher				
* 147175	2/15/18	*****2489	Jessica M Raygoza	74.00
147176	2/15/18	*****5083	Crystal j Houston	131.00
147177	2/15/18	*****5310	Azel Vickers	1,494.00
* 21518001	2/15/18	*****0707	Sergeant or Sima Austin	DD - ES 621.00
21518002	2/15/18	*****2521	Belmont Apartments	DD - ES 246.00
21518003	2/15/18	*****9783	Lauren H Brown	DD - ES 135.00
21518005	2/15/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES 3,295.00
21518006	2/15/18	*****9068	Jagdeep or Shashi Dayal	DD - ES 50.00
21518007	2/15/18	*****6176	Asharfun Nisha Hafiz	DD - ES 1,212.00
21518008	2/15/18	*****7013	Eugene G. Imperato	DD - ES 1,814.00
21518009	2/15/18	*****3526	JPH Investment Trust	DD - ES 2,108.00
21518010	2/15/18	*****8425	Wei Kang	DD - ES 639.00
21518011	2/15/18	*****7475	Qi Yun Kuang	DD - ES 101.00
21518012	2/15/18	*****3743	May Leung or Rodney Chen	DD - ES 1,589.00
21518013	2/15/18	*****0198	Belkis Zhong Li	DD - ES 2,224.00
21518014	2/15/18	*****4885	Sabine Menzel	DD - ES 2,091.00
21518015	2/15/18	*****7793	Dennis Meyer Kinetic Real Estate/ Marelise Navaroo	DD - ES 2,762.00
21518016	2/15/18	*****0670	Southern Nevada Regional Housing Authority	DD - ES 1,882.50
21518019	2/15/18	*****3962	Hong Wu	DD - ES 1,608.00
Housing Choice Voucher				HAP 23,744.00
				UR 205.00
				Damage Claim 0.00
				Vacancy Claim 0.00
				Administrative Fee 127.50
				FSS Escrow Account 0.00
				Shelter Plus Security Deposit 0.00
				Other 0.00
All Payments				\$24,076.50

Check Summary

February 15, 2018

Check Number	Check Date	Payee Tax ID	Payee	Amount
VASH				
21518004	2/15/18	*****0746	Contra Costa County Housing Authority DD - ES	2,582.32
21518017	2/15/18	*****0437	Suisun City Housing Authority DD - ES	304.00
21518018	2/15/18	*****0447	Solano County Housing Authority DD - ES	91.00
VASH				
			HAP	2,572.00
			UR	135.00
			Damage Claim	0.00
			Vacancy Claim	0.00
			Administrative Fee	270.32
			FSS Escrow Account	0.00
			Shelter Plus Security Deposit	0.00
			Other	0.00
			All Payments	\$2,977.32
Grand Total				
			HAP	26,316.00
			UR	340.00
			Damage Claim	0.00
			Vacancy Claim	0.00
			Administrative Fee	397.82
			FSS Escrow Account	0.00
			Shelter Plus Security Deposit	0.00
			Other	0.00
			All Payments	\$27,053.82
HAP (Regular)	\$	16,229.00		
HAP (VASH)		2,572.00		
HAP (Port-In)		5,760.00		
HAP (Port-Out)		1,755.00		
Utility Reimbursement		340.00		
Admin Fee		397.82		
Total	\$	<u>27,053.82</u>		

JM 2/9/18
PWO 2/9/18

DD → 25,354.82 +
CKS → 1,699.00 +
27,053.82 *

Payment History List

March 1, 2018

Check Date	Check #	Account #	Payee	Tenant	Type	VMS Date	Amount	Voided	Cleared
02/01/2018	147125	***-**-9229	Sonia M Guevara ①	Guevara, Sonia	UR	02/01/2018	\$134.00	☐	☐
02/01/2018	147174		United States } ②	Thompson, Ena	HAP	02/01/2018	\$1212.00	☐	☐
02/01/2018	147174		United States } ②	Thompson, Ena	HAP	02/01/2018	-\$1212.00	☐	☐
02/15/2018	147177	***-**-5310	Azel Vickers ③	Oliver , Pauline	HAP	02/01/2018	\$1494.00	☐	☐
02/01/2018	147125	***-**-9229	Sonia M Guevara ①	Guevara, Sonia	UR	02/01/2018	-\$134.00	☐	☐
02/15/2018	147177	***-**-5310	Azel Vickers ③	Oliver , Pauline	HAP	02/01/2018	-\$1494.00	☐	☐

\$0.00

① Lost UR CK #147125
reissued @ 3/1/18 ck run

② release of levy rec'd from IRS
resume put to owner

③ Housing contract voided.
Cancel payment



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 2/23/2018

TO: Chair and Agency Members

FROM: Joe Sbranti, Executive Director

SUBJECT: Adoption of a Housing Authority Minute Order Approving an Annual Report Pursuant to SB 341

MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

The Housing Authority for the Redevelopment Agency of the City of Pittsburg (the "Housing Authority") has reviewed and considered the Housing Successor Agency's annual report regarding housing activities through June 30, 2017 (the "Report").

FISCAL IMPACT

There is no fiscal impact in approving the Report. The Report provides a snapshot of housing activities that have occurred during a specified period.

RECOMMENDATION

Staff recommends that the Housing Authority approve the Report.

BACKGROUND

The Redevelopment Agency of the City of Pittsburg (the "Agency") is a redevelopment agency formed, existing, and exercising its powers pursuant to California Community Redevelopment Law Health and Safety Code Section 33000 et seq. (the "CRL"). Pursuant to authority granted under the CRL, the Agency has the responsibility to implement the redevelopment plan of the Los Medanos Community Development Project established by the Community Development Plan for the Los Medanos Community Development Project by Ordinance No. 93-1063, adopted by the City Council on June 7, 1993 (as subsequently amended and restated by Resolution 07-1221 and as may be further amended from time to time).

On June 29, 2011, the Governor signed into law ABX1 26 ("AB 26"), also referred to as the "Dissolution Act" which automatically suspended redevelopment activities and on December

29, 2011, the California State Supreme Court upheld the provisions of AB 26, thereby dissolving all redevelopment agencies on February 1, 2012 (the "Dissolution Date"). AB 26 provides that prior to the Dissolution Date, the City of Pittsburg (the "City") may elect to assume the assets and responsibilities for the housing functions previously performed by the Agency or by default the housing functions will be transferred to the local housing authority.

On January 17, 2012, by City Resolution 12-11753 and Housing Authority Resolution 12-261, the City elected to transfer, and the Housing Authority elected to assume all the rights, responsibilities, and functions related to housing previously performed by the Agency to the Housing Authority, thus creating the Housing Successor Agency.

On October 13, 2013, SB 341 was approved by the Governor and filed with the Secretary of State. SB 341 amended Health and Safety Code 34176 and changed the former annual report due from the Agency to both the State Controller and Department of Housing and Community Development ("HCD").

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

Under the current statute, the Housing Authority will file the Report and its supporting document as an addendum to the City's Annual Progress Report (APR) filed by the Planning Department.

Upon receiving Housing Authority approval, the Report and its supporting documents will be submitted to HCD on or before April 1, 2018.

ATTACHMENTS: Report

Report Prepared By: Maria M. Aliotti, Director of Community Services

THE SUCCESSOR AGENCY FOR THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG
ANNUAL REPORT ON LMIHAF PURSUANT TO SB 341
FOR FISCAL YEAR: July 1, 2016-June 30, 2017

1 Amount deposited into LMIHAF: \$ 576,559.26

Amount deposited listed on ROPS: \$ -

Description of the Deposit

--

2 Balance of LMIHAF: \$ 1,212,795.19

Balance listed on ROPS: \$ -

Description of the Balance

--

3 Description of expenditures by category for:

Monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency, housing successor agency, and activities described in paragraphs (2) and (3) of subdivision (a). \$ 339,271.24

Homeless prevention and rapid rehousing services for the development of housing described in paragraph (2) of subdivision (a). \$ 20,000.00

Development of housing pursuant to paragraph (3) of subdivision (a). \$ -

4 As described in paragraph 1 of subdivision (a):

Statutory value of real property owned by the housing successor.	done \$ 1,975,021.46
Value of loans and grants receivables.	done \$ 32,738,692.30
Total	\$ 34,713,713.76

Description of any transfers made pursuant to paragraph (2) of subdivision (c) in the previous fiscal year and, if still unencumbered, in earlier fiscal years and a description of and status update of any project for which transferred funds have been or will be expended if that project has not yet been placed in services.

Name and Description	Address	Transferred To	Value

Description of any project for which the housing successor receives or holds property tax revenue pursuant to the ROPS and status of that project.

Project Name and Description	Address	Amount Received
NA		

For interests in real property acquired by the former redevelopment agency prior to February 1, 2012, a status update on compliance with Section 33334.16. For interests in real property acquired on or after February 1, 2012, a status update on the project.

7

Address	Status
NA	

Description of any outstanding obligations pursuant to 33413 that remained to transfer to the housing successor on February 1, 2012, of the housing successor's progress in meeting those obligations, and of the housing successor's plans to meet unmet obligations. In addition, the housing successor shall include in the report posted on its Internet Web site the implementation plans of the former redevelopment agency.

8

Outstanding Obligation	Status
NA	

9 The information required by subparagraph (B) of paragraph (3) of subdivision (a):

Targeting Requirements	Status
NA	

Percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time period.

10

Low Income Senior Housing	# of Units
Presidio Village	103
Delta Hawaii	5
Siena Court	110
Total	218
Deed Restricted Total	860
Percentage of Senior Housing	25%

11 Amount of any excess surplus.

Amount of time that the successor agency has had excess surplus.

NA

NA

Housing successor's plan for eliminating surplus.

\$400,000 is pledged to Domus Development for the Veterans Square project; a very low income housing project for veterans. \$100,000 funded housing rehabilitation program. Due to a pending divorce, a deed restricted unit was purchased for \$340,388.26 in order to preserve the affordable unit. \$5,000 funded housing counseling services.



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 2/26/2018
TO: Chair and Agency Members
FROM: Joe Sbranti, Executive Director
SUBJECT: Pittsburg Housing Authority 2018 Utility Allowances
MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

The U. S. Department of Housing and Urban Development (“HUD”) requires housing authorities to review allowances for tenant-furnished utilities and other services annually and determine a utility allowance schedule (the “Schedule”). Pursuant to CFR 982.517 (4)(c), this schedule must be revised whenever there an increase of ten percent (10%) or more in the utility rates since the last revision of the Schedule. The Housing Authority of Pittsburg (the “Housing Authority”) has revised the Schedule for 2018 (the “2018 Schedule”) to reflect a ten percent (10%) increase in utility rate costs.

FISCAL IMPACT

Because total assistance benefiting Section 8 participants consisting of both rent and utilities cannot exceed a threshold determined by the size and income of a family, an increase in utility allowance may result in a decrease in rental assistance in order to stay under a specified threshold.

Such increase in utility allowance, however, has no fiscal impact to the City general fund. Assistance benefiting Section 8 participants are derived from a federally funded program by HUD.

RECOMMENDATION

Housing Authority adopt this Resolution approving of the 2018 Schedule reflecting the revisions to the utility rates.

BACKGROUND

Utility allowances are intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances

are not based on the individual family's actual energy consumption and do not include non-essential utility costs, such as cable, satellite television or phone expenses.

The Housing Authority has reviewed the utility allowance data for the Section 8 Housing Choice Voucher Program and completed the study and analysis. This study reflects the 2017 baseline charges published by Pacific Gas & Electric Company, the City of Pittsburgh Water Department and Pittsburgh Disposal Service.

The analysis of these results demonstrates at least a ten percent (10%) differential from the prior year, requiring revisions to the utility allowances.

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

As a ten percent (10%) differential has been demonstrated, in compliance with federal regulations, the Housing Authority has revised its utility allowances for 2018.

ATTACHMENTS: Resolution
Utility Allowance Chart – Apartments/Condo/Townhouse
Utility Allowance Chart – House/Single Family

Report Prepared By: Bruce Smargiasso, Housing Manager

BEFORE THE HOUSING AUTHORITY OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Housing Authority Resolution to)
Approve the Utility Allowance Schedule for) RESOLUTION NO. 18-
2018)

The Housing Authority of the City of Pittsburgh DOES RESOLVE as follows:

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires housing authorities to review allowances for tenant-furnished utilities and other services annually and determine a utility allowance schedule (Schedule). Pursuant to CFR 982.517 (4)(c), this Schedule must be revised whenever there is an increase of ten percent (10%) or more in the utility rates since the last revision of the Schedule; and

WHEREAS, the Housing Authority of the City of Pittsburgh (Housing Authority) reviewed the utility allowance data for the Section 8 Housing Choice Voucher Program. This study reflects the new baseline charges published by Pacific Gas & Electric Company, the City of Pittsburgh Water Department and Pittsburgh Disposal Service and demonstrates a ten percent (10%) differential from the prior year; and

WHEREAS, the adoption of the Housing Authority's revised utility allowances for 2018 (2018 Schedule) is in the best interest of the citizens of Pittsburgh.

NOW, THEREFORE, the Housing Authority of the City of Pittsburgh finds and determines as follows:

Section 1.

All the recitals above are true and correct and incorporated herein.

Section 2.

The Housing Authority's 2018 Schedule are thorough and complete.

Section 3.

The 2018 Schedule will be available for review at Housing Authority located at 916 Cumberland Street, Pittsburgh, CA 94565 and on the City's website.

Section 4.

The Housing Authority Board hereby adopts this Resolution and approves the revised utility allowances reflected in the 2018 Schedule.

Section 5.

The Executive Director is hereby authorized to take such further actions as may be necessary or appropriate to carry out the Housing Authority's obligations pursuant to this Resolution.

Section 6.

The Agency Secretary shall certify to the adoption of this Resolution.

Section 7.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Housing Authority of the City of Pittsburgh at a regular meeting on the 19th day of March, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Pete Longmire, Chair

ATTEST:

Alice E. Evenson, Agency Secretary

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2018)

See Public Reporting Statement and Instructions on back

Locality PITTSBURG HOUSING AUTHORITY	Unit Type APARTMENT/CONDO/TOWNHOUSE	Date (mm/dd/yyyy) 04/01/2018
---	---	---

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	21	33	44	54	67	76
	b. Bottle Gas						
	c. Oil / Electric	12	17	22	25	29	32
	d. Coal / Other						
Cooking	a. Natural Gas	6	8	9	11	13	15
	b. Bottle Gas						
	c. Oil / Electric	11	14	18	23	29	34
	d. Coal / Other						
Other Electric		20	28	36	44	56	64
Air Conditioning							
Water Heating	a. Natural Gas	13	16	19	23	26	30
	b. Bottle Gas						
	c. Oil / Electric	31	41	51	61	71	87
	d. Coal / Other						
Water		49	56	64	72	83	91
Sewer							
Trash Collection		37	37	37	37	37	37
Range/Microwave		5	5	5	5	5	5
Refrigerator		4	4	4	4	4	4
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.

Complete below for the actual unit rented.

Name of Family Address of Unit PITTSBURG, CA 94565 Number of Bedrooms	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Utility or Service</th> <th style="text-align: left;">per month cost</th> </tr> <tr><td>Heating</td><td>\$</td></tr> <tr><td>Cooking</td><td></td></tr> <tr><td>Other Electric</td><td></td></tr> <tr><td>Air Conditioning</td><td></td></tr> <tr><td>Water Heating</td><td></td></tr> <tr><td>Water</td><td></td></tr> <tr><td>Sewer</td><td></td></tr> <tr><td>Trash Collection</td><td></td></tr> <tr><td>Range/Microwave</td><td></td></tr> <tr><td>Refrigerator</td><td></td></tr> <tr><td>Other</td><td></td></tr> <tr> <td>Total</td> <td>\$</td> </tr> </table>	Utility or Service	per month cost	Heating	\$	Cooking		Other Electric		Air Conditioning		Water Heating		Water		Sewer		Trash Collection		Range/Microwave		Refrigerator		Other		Total	\$
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This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to establish a utility allowance schedule for all utilities and other services used to determine the family's monthly housing assistance payment and rental payment. HUD will use this information to ensure that the costs are reasonable.

Instructions for Form HUD-52667, Allowances For Tenant Furnished Utilities and Other Services

Form HUD -52667 shall be completed by a HA for each different type of unit as explained below. Each form shall be reproduced by the HA and given to families with their Certificate or Voucher or subsequently in connection with any revisions. The form will provide the family, while shopping for a unit, with the amount of the allowances for various types of units for rent. With these allowances the family can compare gross rents and fair market rents. Form HUD-52667 shall also be used by the HA to record the actual allowance for each family.

Level of Allowance: Utilities and other services are included in gross rent, and when they are not furnished by the owner, an allowance must be provided to the family. Allowances must be adequate for all utilities and services not provided by the owner that were included in the fair market rent. The utility allowance schedule is based **on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality.** In developing the schedule, the HA must use normal patterns of consumption for the community as a whole and current utility rates. Allowances must not be based on energy consumption or costs above average or below average income families. The objective shall be to establish allowances based on actual rates and average consumption estimates and should allow the majority of participating families an allowance that is adequate to cover expected average utility costs and other services over a 12-month period.

Determining Allowances:

- a. In general, HAs shall use to the extent possible local sources of information on the cost of utilities and services. The following local sources should be contacted:
 - (1) Electric utility suppliers.
 - (2) Natural gas utility suppliers.
 - (3) Water and sewer suppliers.
 - (4) Fuel oil and bottle gas suppliers.
 - (5) Public service commissions.
 - (6) Real estate and property management firms.
 - (7) State and local agencies.
 - (8) Appliance sales or leasing firms.

- b. Recently adopted utility allowance schedules from neighboring HAs with essentially the same type of housing stock should also be examined. In most cases fuel or utilities rates normally will not vary appreciably in neighboring communities and where data is not available in small communities' allowances for larger nearby communities may be used. Where local sources are inadequate, the HA may consult the national average consumption data provided in Table 1 and make appropriate adjustments to reflect local conditions.
- c. The HA must establish separate heating and cooling allowances for the various types of existing housing in the locality with the same number of bedrooms. Depending on local housing stock, utility allowances must be established for the following unit types: detached houses, duplexes, row or townhouses, garden and high rise apartments and manufactured homes. In addition to establishing different heating and cooling allowances for various types of structures, attention should be given to different allowances for water depending on whether families will have responsibilities for lawn care.
- d. The data to be solicited from the local sources shown above should be as close as possible in form and detail to the format of form HUD -52667. If possible, all consumption data should be obtained for each unit size and type. If data is available only for an average unit size (2.5 bedrooms), multiply the utilities costs for the average unit by the following factors:

<u>Size of Unit</u>	<u>Factor</u>
0-BR	0.5
1-BR	0.7
2-BR	0.9
3-BR	1.1
4-BR	1.4
5-BR	1.6

Example: Natural gas heating cost for average sized unit is \$18.00 per month. The allowance for a 4-bedroom unit will be 1.4 X \$18.00 = \$25.00 (rounded to nearest dollar).

Air Conditioning: Allowances for air conditioning must be established only for communities where the majority of units in the market provide centrally air conditioned units or appropriate wiring for tenant installed A/C units.

Ranges and Refrigerators: Allowances for ranges and refrigerators must be based on the lesser of the cost of leasing or installment purchasing of suitable equipment.

Utility Rate Schedules: The cost of gas and electricity varies according to amounts consumed as shown on the appropriate rate schedules. It is not possible to compute exactly the cost of electricity for any given function without knowing the total electrical usage for a unit. However, because neither the HA or the families know beforehand just what will be the combination of utilities for any unit rented, it will be necessary to approximate the allowances for each function (e.g., heating cooking, etc.) as follows:

For electricity the rates used for lighting, refrigeration and appliances (Table 1, Item I), should be from the top of the rate schedule or the higher unit costs. Allowances for electric cooking, water heating and space heating should be computed from the middle or lower steps in the rate schedules.

Similarly, allowances for gas used for water heating and cooking should be computed using rates from the top of the rate schedule and for heating from the lower steps.

Supporting Documentation: The HA shall maintain with the form HUD-52667 copies of all supporting documentation used in determining the allowances and any revisions. For instance, letters from local utility companies shall be attached plus any worksheets used by the HA in computing allowances. The material should contain, if possible, the quantities of the utilities that are the basis of the dollar allowances (e.g., kilowatt hours per unit). A copy of the utility allowance schedule must be sent to the HUD Field Office.

Table 1

Average Allowances For Tenant Purchased Utilities

Note: The consumption amounts listed below are inexact averages and must be used with caution when establishing allowances for actual projects.

	<u>Monthly Consumption</u>	
	<u>Units</u>	<u>2 1/2-BR (a)</u>
I. Electricity		
a. Lighting and Refrigeration	KWH	250-400 (b)
b. Cooking	KWH	110
c. Domestic Hot Water	KWH	340 (c)
d. Space Heating	KWH	680 (d)
e. Air Conditioning	KWH	180 (e)
II. Natural Gas And Bottle Gas		
a. Cooking	Therms	8
b. Domestic Hot Water	Therms	21 (c)
c. Space Heating	Therms	48 (d)
III. Fuel Oil		
a. Domestic Hot Water	Gals	17 (c)
b. Space Heating	Gals	40 (d)
IV. Water		
a. Domestic Use	Gals	8,000
b. Lawn	Gals	2,000

- Estimated average consumption for a hypothetical 2 1/2 bedroom dwelling unit. All consumptions listed must be adjusted for the size of the dwelling unit. Factors shown under Determining Allowances, subparagraph d, may be used for making the adjustment.
- Consumptions will vary considerably depending on electrical appliances used. Upper limit should be sufficient to provide 85 kilowatt hours for a clothes dryer and 50 kilowatt hours for a frost free refrigerator.
- The temperature of local water supply varies by geographic area and will have considerable impact on energy used to heat domestic water. This estimate is for North Central geographic areas where the average city water temperature is approximately 50° F.
- Consumptions are for housing insulated for the heating system installed. Normally a building designed for electric space heating is better insulated than one designed for gas or oil space heating equipment. Climatic conditions assumed to be 4,000 heating degree days and 0° F outside design temperature. Consumption must be adjusted for the normal heating degree days and the outside design temperature in the given geographic area.
- Consumption estimated for 1,000 degree days cooling. Actual consumption will depend on many variables.

Note: The consumption amounts listed above are inexact averages and must be used with caution when establishing allowances for actual projects.

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2018)

See Public Reporting Statement and Instructions on back

Locality		Unit Type					Date (mm/dd/yyyy)
PITTSBURG HOUSING AUTHORITY		APARTMENT/CONDO/TOWNHOUSE					04/01/2018
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	21	33	44	54	67	76
	b. Bottle Gas						
	c. Oil / Electric	12	17	22	25	29	32
	d. Coal / Other						
Cooking	a. Natural Gas	6	8	9	11	13	15
	b. Bottle Gas						
	c. Oil / Electric	11	14	18	23	29	34
	d. Coal / Other						
Other Electric		20	28	36	44	56	64
Air Conditioning							
Water Heating	a. Natural Gas	13	16	19	23	26	30
	b. Bottle Gas						
	c. Oil / Electric	31	41	51	61	71	87
	d. Coal / Other						
Water		49	56	64	72	83	91
Sewer							
Trash Collection		37	37	37	37	37	37
Range/Microwave		5	5	5	5	5	5
Refrigerator		4	4	4	4	4	4
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.

Complete below for the actual unit rented.

Name of Family

Address of Unit

PITTSBURG, CA 94565

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
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Other	
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**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 3/9/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of a City Council Resolution to Authorize Necessary Budget Adjustments based on Year-End Projections
MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

Staff has completed a Mid-Year Review of the Fiscal Year 2017/18 budget and has determined that operating budget adjustments are necessary based on year-end projections.

FISCAL IMPACT

The following are the fiscal impact of the mid-year adjustments to the existing budget:

General Fund – Reduces the use of the Budget Stabilization fund by \$674,000

California Theatre – Decreased revenues and increased cost will utilize all remaining fund balance in the current year

Housing Authority – Increased revenues and expenses result in an overall increase to fund balance by \$36,000

Water Facility Reserve Funds – Fund balance will not increase by \$465,000 in the current year

Sewer Facility Reserve Funds – Fund balance will not increase \$64,000 in the current year

Golf Course Operations – Actual property tax expenses of \$4,000 results in use of fund balance

Waterfront Operations – Fund balance reduction of \$75,000 due to unanticipated legal costs

Marina Fund – Increased revenue and reduced expenditures combine to reduce the use of fund balance by \$144,000

Building Maintenance Fund – Fund balance reduction of \$58,000 due to increased utility costs

Employee Fringe Benefits – Fund balance will increase by \$6,000 due to transfer from OPEB fund to maintain 30% reserve

Other Post-Employment Benefit (OPEB) Fund – Fund balance increase of \$56,000 due to reduced medical insurance costs

Insurance Fund – Fund balance will decrease \$36,000 due to claim deductibles

Pittsburg Power Company – Projects \$80,000 additional usage of fund balance

Pittsburg Arts and Community Foundation – Projects \$26,000 additional usage of fund balance

RECOMMENDATION

City Council approve the resolution to authorize various budget adjustments necessary to cover anticipated revenues and expenditures for the current fiscal year, as detailed in the background section of this report.

BACKGROUND

During the FY2017/18 Mid-Year Budget Review, staff identified the following budget adjustments necessary to cover expenses:

Overall, the City's General Fund projected revenues increased by \$941,000 and expenditures decrease by \$267,000 resulting in a reduced use of the budget stabilization fund by \$674,000. Revenues increased primarily due to increased Franchise Fees, Developer Deposit revenues and Successor Agency past due pass through payments. Expenses increased due to recent labor negotiations and anticipated developer related costs, offset by savings collectively in Health and Dental Insurance, Other Post Employee Benefits and retirement savings.

The City's California Theatre Fund is projecting reduced revenues and expenses due to lower than expected bookings from performers. These reductions may result in the Fund using the remaining fund balance and a potential \$10,000 subsidy from the General Fund, which is included in the General Fund's projection above.

The Housing Authority Fund is expecting additional HUD funding offset by Veterans Affairs Supportive Housing (VASH) and housing assistant payments resulting in \$36,000 increase to fund balance.

Due to an inadvertent error that combined the projected amount of new housing units for multiple years into a single fiscal year, the Water Facility Reserve and Sewer Facility Reserve Funds budgets showed an inflated projection of revenue during FY 2017/18. Staff is recommending an adjustment to the year-end projections to correct the error. This change

impacts the timing and not the overall amount, of funds the City will receive to pay for needed infrastructure improvements.

The Golf Course Fund expects to use an additional \$4,000 of fund balance to cover their Property Tax payment.

The Waterfront Operations Fund will see an increase in revenues of \$68,000, \$41,000 of which is a transfer-in from the Marina fund to consolidate the two funds' dredging projects. Expenses also increased \$143,000 due to unanticipated legal costs associated with waterfront properties, resulting in a \$75,000 draw on the fund balance.

The Marina Fund has a projected increase in revenues of \$109,000, primarily due to fuel sales, while expenses decreased \$35,000 due to reduced benefit costs, reducing the usage of fund balance by \$144,000.

The Fleet Maintenance Fund will see an increase in both revenues and expenses of \$12,000 due to additional costs of vehicles.

The Building Maintenance Fund has projected decreased revenues from the Demand Response Program of \$10,000 and increased utility costs of \$48,000. These changes will reduce fund balance by \$58,000.

The Employee Fringe Benefits Fund will see an increase of \$200,000 in revenues due to a transfer-in from savings in the OPEB fund which were offset by vacation and early retirement costs of \$194,000. Overall, this will add \$6,000 to the fund balance to maintain the thirty percent fund balance requirement in Internal Service funds as per the City's Fiscal Sustainability Ordinance.

There has been a savings across all funds for Health Insurance and Other-Post Employment Benefits costs due to the change in health care plans this fiscal year. As a result, the Other Post-Employment Benefits (OPEB) fund will see a reduction in fund balance usage of \$56,000.

The Liability Insurance fund expects an increase in expenditures in the amount of \$36,000 to cover a liability insurance premium increase and an increase in deductibles.

The Pittsburg Power Company projects an additional draw on fund balance of \$80,000. This is mainly comprised of an increase in Utilities and one-time salary expenses during personnel changes at the Company.

The Pittsburg Arts and Community Foundation expects a decrease in revenues in the amount of \$63,000, which is mostly comprised of a decrease in donations and reimbursement for grant-writing services that are not taking place in Fiscal Year 2017/18. A decrease of \$37,000 in salary and fringe expenses is also projected, resulting in a \$26,000 additional draw on fund balance.

SUBCOMMITTEE FINDINGS

At a Finance subcommittee held on February 13, 2018, the results of the above changes were reviewed.

STAFF ANALYSIS

Staff recommends increasing budgeted expenditures and increasing budgeted revenues as necessary to reflect FY2017/18 year-end estimates.

ATTACHMENTS: City Council Resolution
Housing Authority Resolution
Pittsburg Power Company Resolution
Pittsburg Arts and Community Foundation Resolution
Mid-Year Budget Adjustment Listing

Report Prepared By: Krista Nuxoll, Financial Analyst
Reviewed By: Brad Farmer, Director of Finance

BEFORE THE HOUSING AUTHORITY OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Authorizing Necessary Budget)
Adjustments Based on Year-End Projections)

RESOLUTION NO. 18-

The Pittsburgh Housing Authority DOES RESOLVE as follows:

WHEREAS, the City prepares and adopts the City of Pittsburgh Housing Authority Budget with the intent of providing a planned program for services and a financial system to carry out the planned program of services; and

WHEREAS, staff has completed the mid-year review of the Fiscal Year 2017/18 budget; and

WHEREAS, it has been determined that budget adjustments are necessary to fund certain operating expenditures; and

WHEREAS, staff recommends a revenue budget increase in the Housing Authority Fund in the amount of \$1,049,000 and an operating expenditure budget increase in the amount of \$926,000 resulting in an increase to fund balance of \$36,000; and

NOW, THEREFORE, the City of Pittsburgh Housing Authority finds and determines as follows:

Section 1. Findings

- A. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the respective staff report.
- B. The Finance Director or his/her designee is hereby authorized to approve payment of goods and services received by the City of Pittsburgh in accordance with the City's approved budget, programs and policies.
- C. Those funds are hereby and shall be appropriated in additional revenue amount of \$1,049,000 and additional expenditure amount of \$926,000 for the Housing Authority fund.

Section 2. Authorization

- A. The Pittsburgh Housing Authority authorizes budget adjustments for a \$1,049,000 revenue budget increase and \$926,000 expenditure budget increase in the Housing Authority Fund.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 19th Day of March, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BUDGET ADJUSTMENTS BASED ON YEAR-END PROJECTIONS

	Amended Budget	Budget Increase/ (Decrease)	Proposed Revised Budget	Comments/Justifications
GENERAL FUND				
		505,000		Non-Departmental/Admin Overhead: Franchise Fees, Taxes, AB1290 Pass Through
		262,000		Planning: Increased Developer Deposit Activity
		94,000		Police: Prior Year Reimbursement, FBI Reimbursement Administrative Citations, Misc Fees
		53,000		Public Works: Street Sweeping Charges, Seafood Festival and Damage Reimbursements
		20,000		Recreation: Aquatics Entrance Fees, Swim Lessons, Rental Income
		5,000		Human Resources: Section 125 Forfeitures
		2,000		Building: Misc Review Fees
Total Increase/(Decrease) in General Fund Revenues	\$ 39,496,000	\$ 941,000	\$ 40,437,000	
		341,000		Police: Recent Labor Negotiation Personnel Costs including Overtime, Marine Patrol
		221,000		Planning: Increased Developer Deposit Activity
		62,000		Non-Departmental: ADA Compliance
		60,000		Recreation-Aquatics/Senior Center: PT/OT Salaries and Fringes
		13,000		Human Resources: Contractual Services, Capital Equipment
		8,000		Public Works: Swim Center Maintenance
		(502,000)		General Fund Health/Dental Savings
		(201,000)		General Fund Retirement Misc/Sworn Savings
		(109,000)		General Fund OPEB Retiree Costs
		(160,000)		Unfilled Positions and Misc Savings
Total Increase/(Decrease) in General Fund Expenditures	\$ 40,967,000	\$ (267,000)	\$ 41,233,000	
Reduction in Usage of General Fund Balance	\$ (1,471,000)	\$ 674,000	\$ (796,000)	

BUDGET ADJUSTMENTS BASED ON YEAR-END PROJECTIONS

	Amended Budget	Budget Increase/ (Decrease)	Proposed Revised Budget	Comments/Justifications
CALIFORNIA THEATRE				
<i>Revenues</i>		(45,500)		City Ticket Income
		(3,000)		Theatre Facility Enhancement
		(4,000)		Concessions & Merchandise
		(12,000)		Internet Ticketing Fees
		(15,000)		Rental Income
		(19,500)		Donations
Total Increase/(Decrease) in California Theatre Revenues	\$ 181,000	\$ (99,000)	\$ 82,000	
<i>Expenses</i>		(9,000)		Project Management Fees
		(28,000)		Contractual Services
		(16,000)		Advertising & Promotion
		(3,000)		Misc Decreases
Total Increase/(Decrease) in California Theatre Expenditures	\$ 343,500	\$ (56,000)	\$ 287,500	
Additional Usage of California Theatre Fund Balance*	\$ (162,500)	\$ (43,000)	\$ (205,500)	
*Draw down on Fund Balance, General Fund to supplement if needed (~\$10,000)				
HOUSING AUTHORITY				
<i>Revenues</i>		1,034,000		HUD Housing Authority
		15,000		Rental Income
Total Increase/(Decrease) in Housing Authority Revenues	\$ 15,323,000	\$ 1,049,000	\$ 16,372,000	
<i>Expenses</i>		323,000		VASH Assistance Payments
		673,000		Housing Assistance Payments
		(70,000)		Savings in Salary and Fringes
Total Increase/(Decrease) in Housing Authority Expenditures	\$ 15,410,000	\$ 926,000	\$ 16,336,000	
Reduction in Usage of Housing Authority Fund Balance	\$ (87,000)	\$ 123,000	\$ 36,000	
WATER FACILITY RESERVE FUNDS				
<i>Revenues</i>		(61,000)		FUND 502-WTP Expansion
		(172,000)		FUND 503-Water Distribution
		(17,000)		FUND 505-Southeast Trans Line
		(79,000)		FUND 506-Southwest Hills (I and II)
		22,000		FUND 507-Southwest Hills (III)
		(75,000)		FUND 509-Water Treatment Plant Sludge Handling
		(83,000)		FUND 510-Zone 1 Reservoir
Total Increase/(Decrease) in Water Facility Reserve Revenues	\$ 1,450,000	\$ (465,000)	\$ 985,000	
SEWER FACILITY RESERVE FUND				
<i>Revenues</i>		(64,000)		FUND 522-Collection System Buy-In
Total Increase/(Decrease) in Sewer Facility Reserve Revenues	\$ 256,000	\$ (64,000)	\$ 192,000	
GOLF COURSE				
<i>Expenses</i>		4,000		Property Tax Payment
Total Increase/(Decrease) in Golf Course Expenses	\$ -	\$ 4,000	\$ -	

BUDGET ADJUSTMENTS BASED ON YEAR-END PROJECTIONS

	Amended Budget	Budget Increase/ (Decrease)	Proposed Revised Budget	Comments/Justifications
WATERFRONT				
<i>Revenues</i>		12,000		Rental Income
		41,000		Transfer-In From Marina for Consolidation of two Dredging Projects
		8,000		Investment Earnings
		7,000		Miscellaneous Reimbursements
Total Increase/(Decrease) in Waterfront Revenues	\$ 1,465,000	\$ 68,000	\$ 1,526,000	
<i>Expenses</i>		143,000		Outside Counsel, Legal-NRG Bankruptcy Case
		52,000		City Attorney, Legal-NRG Bankruptcy Case
		(71,000)		Contractual Services-CIP, budgeted incorrectly (\$45,000), remaining to offset legal fees
		(11,000)		Festivals & Events, to offset legal fees
		(16,000)		Maintenance & Repairs, to offset legal fees
		(17,000)		Equipment & Furniture <5000, to offset legal fees
		86,000		Contractual Services Waterfront CIP department
		(23,000)		Miscellaneous line item reductions to partially offset legal fees
Total Increase/(Decrease) in Waterfront Expenditures	\$ 575,100	\$ 143,000	\$ 741,000	
Additional Usage of Waterfront Fund Balance	\$ 889,900	\$ (75,000)	\$ 785,000	
MARINA				
<i>Revenues</i>		100,000		Fuel Sales
		9,000		Other Rents and Concessions
Total Increase/(Decrease) in Marina Revenues	\$ 630,000	\$ 109,000	\$ 740,000	
<i>Expenses</i>		(3,000)		Uniforms and Clothing
		(4,000)		Office Supplies & Materials
		41,000		Transfer Out to Waterfront (consolidation of two CIP projects)
		(41,000)		CIP Project to be consolidated in Waterfront Fund
		(28,000)		Misc Salary and Fringes
Total Increase/(Decrease) in Marina Expenditures	\$ 52,000	\$ (35,000)	\$ 45,000	
Reduction in Usage of Marina Fund Balance	\$ 578,000	\$ 144,000	\$ 695,000	
FLEET MAINTENANCE				
<i>Revenues</i>		12,000		Allocated Charges-To Cover Balance of Tree Truck
Total Increase/(Decrease) in Fleet Maintenance Revenues	\$ 2,256,000	\$ 12,000	\$ 2,268,000	
<i>Expenses</i>		12,000		Balance of Tree Truck Purchase (taxes)
Total Increase/(Decrease) in Fleet Maintenance Expenditures	\$ 761,000	\$ 12,000	\$ 773,000	
Additional Usage of Fleet Maintenance Fund Balance	\$ 1,495,000	\$ -	\$ 1,495,000	
BUILDING MAINTENANCE				
<i>Revenues</i>		(10,000)		Demand Response Program Reduced Due to Old Chiller
Total Increase/(Decrease) in Building Maintenance Revenues	\$ 20,000	\$ (10,000)	\$ 10,000	
<i>Expenses</i>		76,000		Utilities
		(28,000)		Decrease in Salary and Fringes
Total Increase/(Decrease) in Building Maintenance Expenditures	\$ 269,000	\$ 48,000	\$ 345,000	
Additional Usage of Building Maintenance Fund Balance	\$ (249,000)	\$ (58,000)	\$ (335,000)	

BUDGET ADJUSTMENTS BASED ON YEAR-END PROJECTIONS

	Amended Budget	Budget Increase/ (Decrease)	Proposed Revised Budget	Comments/Justifications
EMPLOYEE FRINGE BENEFITS				
<i>Revenues</i>		200,000		Transfer-In from OPEB: excess fund balance to bring fund to 30%
Total Increase/(Decrease) in Fringe Benefits Revenues	\$ 130,000	\$ 200,000	\$ 330,000	
<i>Expenses</i>		174,000		Employee Termination/Accrued Vacation Payout
		(24,000)		Worker's Compensation
		44,000		Health Care Flex Spending Due to Labor Negotiations
Total Increase/(Decrease) in Fringe Benefits Expenditures	\$ 1,914,000	\$ 194,000	\$ 2,108,000	
Reduction in Usage of Fringe Benefits Fund Balance	\$ (1,784,000)	\$ 6,000	\$ (1,778,000)	
OTHER POST EMPLOYEE BENEFITS				
<i>Revenues</i>		(180,000)		Fringe Benefits Fixed Charges-Due to New Health Coverage Savings in Costs Allocated to Departments
Total Increase/(Decrease) in OPEB Revenues	\$ 2,017,000	\$ (180,000)	\$ 1,837,000	
<i>Expenses</i>		51,000		Early Retirement Incentive
		200,000		Transfer-Out to Employee Fringe Benefits Fund
		(487,000)		Health Insurance-Retirees Cost Savings Due to New Health Coverage
Total Increase/(Decrease) in OPEB Expenditures	\$ 2,017,000	\$ (236,000)	\$ 1,781,000	
Reduction in Usage of OPEB Fund Balance	\$ -	\$ 56,000	\$ 56,000	
INSURANCE				
<i>Expenses</i>		8,000		Liability Premium
		28,000		Deductible Expense Based Upon Current Year Activity
Total Increase/(Decrease) in Insurance Expenditures	\$ 1,132,000	\$ 36,000	\$ 1,168,000	
PITTSBURG POWER COMPANY				
<i>Revenues</i>		7,000		Reimbursements for Sale of Property
Total Increase/(Decrease) in PPC Revenues	\$ 22,000	\$ 7,000	\$ 29,000	
<i>Expenses</i>		22,000		Utilities Increased
		65,000		Increase in Salary and Fringes During Personnel Retirement Overlap
Total Increase/(Decrease) in PPC Expenditures	\$ 4,000	\$ 87,000	\$ 26,000	
Additional Usage of PPC Fund Balance	\$ 18,000	\$ (80,000)	\$ 3,000	
PITTSBURG ARTS AND COMMUNITY FOUNDATION				
<i>Revenues</i>		(60,000)		Community Events-Revenue was projected Grant Writer, no longer provide services
		(27,000)		Administration Donations
		34,000		Other Revenue-Pass Through to Vendor
		(13,000)		Special Events
		3,000		Misc Increase in Revenues
Total Increase/(Decrease) in PACF Revenues	\$ 236,000	\$ (63,000)	\$ 170,000	
<i>Expenses</i>		(37,000)		Salaries and Fringes
Total Increase/(Decrease) in PACF Expenditures	\$ -	\$ (37,000)	\$ -	
Additional Usage of PACF Fund Balance	\$ 236,000	\$ (26,000)	\$ 170,000	

BEFORE THE PITTSBURG ARTS AND COMMUNITY FOUNDATION, INC.

In the Matter of:

A Resolution Authorizing Necessary Budget	)	
Adjustments for the Pittsburgh Arts and	)	RESOLUTION NO. 18-
Community Foundation Based on Year-End	)	
<u>Projections</u>	)	

The Pittsburgh Arts and Community Foundation, Inc. Board DOES RESOLVE as follows:

WHEREAS, the Pittsburgh Arts and Community Foundation, Inc. (Foundation) is a nonprofit, 501(c)3 Foundation formed for the purpose of providing assistance to the City of Pittsburgh, and all actions, budgets, projects and programs that the Foundation engages in or approves must be reasonably related to, or in furtherance of the Foundation's charitable purposes as stated in the Articles of Incorporation as amended on March 1, 2010; and

WHEREAS, the Foundation prepares and adopts the Pittsburgh Arts and Community Foundation, Inc. Budget with the intent of providing a planned program for services and a financial system to carry out the planned program of services; and

WHEREAS, staff has completed the mid-year review of the Fiscal Year 2017/18 budget; and

WHEREAS, it has been determined that budget adjustments are necessary to fund certain operating expenditures; and

WHEREAS, staff recommends an \$63,000 revenue and \$37,000 expenditure budget decrease for the Pittsburgh Arts and Community Foundation, resulting in a draw on fund balance of \$26,000.

NOW, THEREFORE, BE IT RESOLVED by Pittsburgh Arts and Community Foundation, Inc. Board as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the respective staff report.

Section 2. The proposed budget adjustments for the Foundation is reasonably related to and/or in furtherance of the Foundation's charitable purposes as stated in the Articles of Incorporation.

Section 3. Those funds are hereby and shall be appropriated in a reduction in revenue of \$63,000 and a reduction in expenditures of \$37,000, with an additional use of Fund Balance of \$26,000.

Section 5. That the Executive Director or his/her designee is hereby authorized to approve payment of goods and services received by the Pittsburgh Arts and Community Foundation, Inc. in accordance with the Foundation's approved

budget, programs and policies.

PASSED AND ADOPTED by the Pittsburg Arts and Community Foundation Board
at a regular meeting on the 19th day of March 2017, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Chair

ATTEST:

Alice E. Evenson, Board Secretary

BEFORE THE PITTSBURG POWER COMPANY OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Authorizing Necessary)
Budget Adjustments for Pittsburgh Power)
Company Based on Year-End)
Projections)

RESOLUTION NO. 18-

The Pittsburgh Power Company of the City of Pittsburgh DOES RESOLVE as follows:

WHEREAS, the City prepares and adopts the Pittsburgh Power Company Budget with the intent of providing a planned program for services and a financial system to carry out the planned program of services; and

WHEREAS, staff has completed the mid-year review of the Fiscal Year 2017/18 budget; and

WHEREAS, it has been determined that budget adjustments are necessary to fund certain operating expenditures; and

WHEREAS, staff recommends a revenue budget increase in the Pittsburgh Power Company fund in the amount of \$7,000 and an operating expenditure budget increase in the amount of \$87,000 resulting in a draw of \$80,000 to fund balance; and

NOW, THEREFORE, the Pittsburgh Power Company of the City of Pittsburgh finds and determines as follows:

Section 1. Findings

- A. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the respective staff report.
- B. That the Finance Director or his/her designee is hereby authorized to approve payment of goods and services received by the Pittsburgh Power Company in accordance with the City's approved budgets, programs and policies.
- C. Those funds are hereby and shall be appropriated in an additional revenue amount of \$7,000 and an additional expenditure amount of \$87,000 for the Pittsburgh Power fund.

Section 2. Authorization

- A. The Pittsburgh Power Company authorizes \$7,000 revenue and \$87,000 expenditure increase

PASSED AND ADOPTED by the Pittsburgh Power Company of the City of Pittsburgh at a regular meeting held on the 19th day of March, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwaine "Pete" Longmire, Chair

Joe Sbranti, Executive Secretary

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Authorizing Necessary Budget)
Adjustments Based on Year-End Projections)

RESOLUTION NO. 18-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, staff has completed the mid-year review of the Fiscal Year 2017/18 budget; and

WHEREAS, it has been determined that budget adjustments are necessary to fund certain operating expenditures; and

WHEREAS, staff recommends a revenue budget increase in the General Fund in the amount of \$941,000 and an operating expenditure budget increase in the amount of \$267,000 with a reduction of usage of fund balance; and

WHEREAS, staff recommends a decrease in the revenue budget in the amount of \$99,000 in the California Theatre fund and an operating expenditure budget decrease in the amount of \$56,000. The \$43,000 needed to cover the increased expenditures over revenues will be from a usage of fund balance, supplemented by General Fund; and

WHEREAS, staff recommends an operating revenue budget decrease of \$465,000 in the Water Facility Reserve Funds and an operating revenue budget decrease of \$64,000 in the Sewer Facility Reserve Funds. The increase will draw from fund balance; and

WHEREAS, staff recommends an operating expenditure budget increase in the amount of \$4,000 in the Golf Course fund. The use of fund balance will cover the increased expenditures; and

WHEREAS, staff recommends an operating revenue budget increase in the amount of \$68,000 in the Waterfront Operations fund and an operating expenditure budget increase in the amount of \$143,000 with the expenditures over revenues drawing on fund balance by \$75,000; and

WHEREAS, staff recommends an operating revenue budget increase in the amount of \$109,000 in the Marina fund and an operating expenditure budget decrease in the amount of \$35,000 reducing the draw on fund balance; and

WHEREAS, staff recommends an operating revenue and expenditure budget increase in the amount of \$12,000 in the Fleet Maintenance fund; and

WHEREAS, staff recommends an operating revenue decrease of \$10,000 and an operating expenditure budget increase in the amount of \$48,000 in the Building Maintenance fund; and

WHEREAS, staff recommends an operating revenue budget increase in the amount of \$200,000 in the Fringe Benefit fund and an operating expenditure budget increase in the amount of \$194,000 with the revenue over expenditures increasing the fund balance; and

WHEREAS, staff recommends an operating revenue budget decrease in the Other Post-Employment Benefits fund in the amount of \$180,000 and an operating expenditure decrease by \$236,000 resulting in a draw on excess fund balance;

WHEREAS, staff recommends an operating expenditure budget increase in the Liability Insurance Fund in the amount of \$36,000 with a draw on fund balance of the same amount.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Findings

- A. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the respective staff report.
- B. The Finance Director or his/her designee is hereby authorized to approve payment of goods and services received by the City of Pittsburg in accordance with the City's approved budget, programs and policies.

Section 2. Authorization

- A. The City Council authorizes the following budget adjustments:
 - \$941,000 revenue and \$267,000 expenditure budget increase in the General Fund.
 - \$99,000 revenue and \$56,000 expenditure budget decrease in the California Theatre fund.
 - \$465,000 revenue budget decrease in the Water Facility Reserve funds.
 - \$64,000 revenue budget decrease in the Sewer Facility Reserve funds.
 - \$4,000 expenditure budget increase in the Golf Course fund.
 - \$68,000 revenue and \$143,000 expenditure budget increase in the Waterfront Operations fund.
 - \$109,000 revenue budget increase and \$35,000 expenditure budget decrease in the Marina fund.
 - \$12,000 revenue and expenditure budget increase in the Fleet Maintenance fund.

- \$10,000 revenue budget decrease and \$48,000 expenditure budget increase in the Building Maintenance fund.
- \$200,000 revenue and \$194,000 expenditure budget increase in the Employee Fringe Benefits fund.
- \$180,000 revenue and \$236,000 expenditure budget decrease in the Other Post-Employment Benefits fund.
- \$36,000 expenditure budget increase in the Liability Insurance fund.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 19th Day of March, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 3/6/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Introduction and Waive First Reading of a City Council Ordinance Adding Chapter 9.27, "Camping," to the Pittsburg Municipal Code
MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

This is a public hearing on a City-initiated proposal to consider amending Title 9 of the Pittsburg Municipal Code (PMC), to add a chapter regulating camping on public and private properties within City Limits.

FISCAL IMPACT

There is no fiscal impact associated with adoption of the proposed ordinance.

RECOMMENDATION

City Council move to introduce, waive further reading, and pass to second reading the attached ordinance to amend PMC Title 9, Public Peace, Safety and Morals, to add Chapter 9.26, "Camping."

BACKGROUND

Encampments on public and private property have been an ongoing issue for many years within the City. These encampments present many public health and safety issues both for the encampment occupants and the general public, and they can also create environmental hazards when there is miscellaneous debris left in sensitive areas.

Enforcement and/or abatement of these camps in the past has been difficult and time consuming for city staff because the Pittsburg Municipal Code does not currently include specific regulations related to this issue.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The proposed ordinance is intended to provide clear guidance and regulations related to camping on both public and private properties within the City limits. Adoption of the ordinance would help city staff to more efficiently enforce and abate unpermitted encampments and would help to minimize the health, safety and environmental impacts that are often associated with these establishments.

ATTACHMENTS: 1. Proposed Ordinance
2. Notice of Public Hearing

Report Prepared By: Kristin Pollot, AICP, Planning Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Adding Chapter 9.27, "Camping")
To the Pittsburg Municipal Code)

ORDINANCE NO. 18-_____

The City Council of the City of Pittsburg DOES ORDAIN as follows:

SECTION 1.

- A. Encampments on public and private property in the City have been an ongoing issue for many years. These encampments present many public health and safety issues, both for the encampment occupants and the general public, as well as environmental hazards.
- B. City enforcement and/or abatement of encampments in the past has been difficult and time consuming for City staff because the Pittsburg Municipal Code does not currently include any camping regulations that sufficiently address this issue.
- C. On or prior to March 9, 2018, notice of the March 19, 2018, public hearing to consider this proposal was posted at City Hall and on the 'public notices' page of the City's website; was delivered to the Pittsburg Library; was published in the local newspaper (East Contra Costa County Times); and was mailed via first class mail or electronic mail to interested parties and individuals and organizations that requested such notice
- D. On March 19, 2018, the City Council held a public hearing on the proposed camping ordinance, at which time oral and/or written testimony was considered.

SECTION 2. Findings.

- A. The California Constitution grants cities the broad power to enact local, police, sanitary, and other ordinances and regulations not in conflict with the general laws, as long as they are reasonably related to promoting public health, safety, comfort and welfare of City residents.
- B. Unlawful camping on public property and public places in the City results in unsanitary conditions, including trash accumulation, public urination and defecation, and prevents the residents of and visitors to the City from enjoying and utilizing public spaces.
- C. Unlawful camping and extended storage of personal property in public places impedes the rights of others to use those spaces for the purpose for which they were intended.
- D. Unlawful camping on private property without the consent of the owner, the taking of proper sanitary measures, or for a time period other than a minimal duration

adversely affects private property rights, as well as public health, safety and welfare.

- E. The prohibition against unlawful camping in the City will restrict unlawful camping in places throughout the City and will improve the public health, welfare and quality of life of city residents and businesses and visitors.
- F. Unlawful camping in a vehicle, such as by sleeping in a parked vehicle for extended periods of time, results in unsanitary conditions, including trash accumulation, public urination and defecation, and prevents the residents of, businesses in, and visitors to the City from enjoying and utilizing public spaces and parking areas.

SECTION 3. Additions.

Title 9 of the Pittsburg Municipal Code, is amended to add Chapter 9.27, entitled "Camping," which shall read as set forth below:

9.27.010 Purpose

The streets and public areas within the city should be readily accessible and available to residents, businesses and the public at large. The use of these areas for camping purposes or extended storage of personal property interferes with the rights of others to use the areas for which they were intended. Such activity can constitute a public health and safety hazard that adversely impacts the neighborhoods, commercial property, and general welfare of the city. Camping on private property without the consent of the property owner, the taking of proper sanitary measures, and for a time period other than a minimal duration adversely affects private property rights as well as public health, safety, and welfare. The purpose of this chapter is to maintain streets, parks, creeks and other public and private areas, whether paved or unpaved, within the city in a clean, sanitary and accessible condition and to adequately protect the health, safety and public welfare of the community.

9.27.020 Definitions.

As used in this chapter, the following terms or phrases shall have the indicated meanings:

- A. "Camp" or "camping" means to pitch or occupy camp facilities; to live temporarily outdoors; or to use camp paraphernalia.
- B. "Camp facilities" include, but are not limited to, tents, huts, vehicles, vehicle camping outfits, or temporary shelters.
- C. "Camp paraphernalia" includes, but is not limited to, bed rolls, tarpaulins, cots, beds, sleeping bags, mattresses, hammocks, operational cooking facilities, and similar equipment.
- D. "Campsite" means a place used for camping.
- E. "Private property" means all private property including, but not limited to, streets, sidewalks, alleys, and improved or unimproved land.

- F. "Public property" means all public property including, but not limited to, streets, sidewalks, alleys, improved or unimproved land and parks.
- G. "Store" means to put aside or accumulate for use when needed or to place or leave in a location, for no more than 24 hours.

9.27.030 Unlawful Camping.

It shall be unlawful for any person to camp, occupy camp facilities, or use camp paraphernalia in the city, whether on public or private property, except as expressly permitted by this chapter.

- A. It is not intended by this section to prohibit activities of a property owner or other lawful user that are expressly authorized by the Pittsburgh Municipal Code or other applicable laws, ordinances and regulations.
- B. Nothing in this chapter is intended to prohibit or make unlawful activities of an owner of private property or other lawful user of private property that are normally associated with and incidental to the lawful and authorized use of private property for residential or other purposes.

9.27.040 Permitted Camping.

Camping is permitted in the city under the following circumstances:

- A. On public property specifically set aside and clearly marked for public camping purposes.
- B. In the rear or side yard of a residential structure with the consent of the property owner or occupant, as long as the campsite is separated from the street by a fence, hedge or other permanent obstruction, and is not visible from the public right-of-way. Such camping will not be permitted for more than forty-eight (48) hours in any seven (7) day period.
- C. In conjunction with events authorized and expressly provided for in a special event or temporary activity permit issued by the city.

9.27.050 Unlawful Storage of Personal Property in Public Places.

It shall be unlawful for any person to store or leave unattended personal property, including camp facilities and camp paraphernalia, on public property, unless such storage is expressly authorized and in conjunction with a permitted camping activity under this chapter.

9.27.060 Public Nuisance Declared; Removal of Property Authorized.

Any campsite established in violation of this chapter is declared to be a public nuisance. The City is authorized to abate the nuisance and remove camp facilities, camp paraphernalia, and other personal property located at a campsite, consistent with administrative regulations adopted under this Chapter.

9.27.070 Sleeping in a Vehicle, Camper, Recreational Vehicle, or Trailer.

It is unlawful for any person to sleep in any vehicle parked on any public street, alley, or parking lot, whether privately or publicly owned, for a period of more than four (4) hours. For the purpose of this section, "vehicle" shall have the same meaning as in California Vehicle Code Section 670, as may be amended from time to time. A violation of this ordinance shall be considered punishable in accordance with section 9.27.080.

9.27.080 Penalty.

Any person who violates this chapter is guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars and/or imprisonment not to exceed six months. This chapter may also be enforced via administrative or civil actions as authorized by the Pittsburg Municipal Code.

9.27.090 City Manager Administrative Authority.

The City Manager or his/her designee shall develop and adopt administrative regulations that are consistent with the terms and prohibitions of this chapter. This shall include all policies and procedures for the abatement of unlawful camping, including policies and procedures for ensuring safe and prompt removal of the nuisance while meeting procedural safeguards required by city, state or federal law.

SECTION 3. Severability.

If any section, subdivision, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. Effective Date.

This ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 5. Publication.

The City Clerk shall either (a) have this ordinance published once within fifteen (15) days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once five (5) days before its adoption and again twenty (20) days after its adoption.

The forgoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on March 19, 2018, and was adopted and ordered published at a meeting of the City Council held on April 2, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwaine "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk



City of Pittsburg

Community Development Department – Planning Division

65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the **CITY COUNCIL** of the City of Pittsburg will conduct a public hearing on:

DATE: March 19, 2018
TIME: 7:00 p.m.
PLACE: City Council Chamber at City Hall
65 Civic Avenue, Pittsburg, California

Concerning the following matter:

Introduction and Waive First Reading of a City Council Ordinance Adding Chapter 9.27, "Camping," to the Pittsburg Municipal Code

This is a public hearing on a City-initiated proposal to consider amending Title 9 of the Pittsburg Municipal Code (PMC), to add a chapter regulating camping on public and private properties within City Limits.

PROJECT PLANNER: Kristin Pollot, (925) 252-6941 or kpollot@ci.pittsburg.ca.us

Why am I receiving this notice? You are receiving this notice because you have either previously requested notifications from the Planning Division, or a project has been proposed in your neighborhood and all property owners within a minimum 300-foot radius of the project site are required to be notified under the Pittsburg Municipal Code.

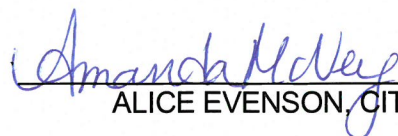
Where can I get more information about this project?

The complete file for this project is available for public inspection at the Planning Division, weekdays during the hours of 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM. You can also find out more about the project by contacting the project planner listed above.

What can I do if I have comments on the project?

Comments or objections to the project can be made by writing or through oral testimony during the public hearing. Written comments citing the project name may be emailed to the project planner listed above, or may be mailed or delivered to: Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 94565. You may also register your comments or objections by attending the public hearing on the date and time listed above.

Pursuant to Section 65009 of the California Government Code, if you challenge this matter in court, you may be limited to those issues you or someone else raised at the public hearing described in this notice, or in written correspondence on the matter delivered to this agency at, or prior to the public hearing. Any written correspondence delivered to the Planning Division before the hearing body's action on the matter will become a part of the administrative record.


ALICE EVENSON, CITY CLERK *deputy*



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 3/7/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Approving Design Review, Fence Height Exception, and Sign Review for the Edgewater Apartments, and Adoption of a City Council Ordinance Approving a Development Agreement, AP-17-1228 (DA, DR, FE, SR)

MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

This is a public hearing on a request for approval of: 1) design review of plans to construct a 62-unit, two-story apartment complex on a vacant, 4.42-acre parcel; 2) a fence height exception to establish a six-foot tall fence within the required front yard; and 3) approval of an approximately five and one-half-foot-tall freestanding monument sign at the entrance of the project, located along the east side of Carion Court, across from Martin Luther King Jr. Junior High School (Assessor's Parcel Number: 073-190-033). This request also includes a second reading of an ordinance, which was introduced by the City Council on March 5, 2018, to approve a Development Agreement. On January 23, 2018, the Planning Commission considered the proposal in its entirety and adopted Resolution No. 10085, recommending approval of the project as presented.

FISCAL IMPACT

One-time revenues related to construction permits and other development fees and exactions (as outlined in the proposed development agreement) are anticipated with this project. The applicant would also be required to deposit a minimum of \$2,500 on an annual basis for the term of the agreement to reimburse the City for staff time expended in the annual review of the development agreement terms.

RECOMMENDATION

City Council move to adopt the attached ordinance approving the proposed development agreement for the Edgewater Apartments, and concurrently adopt the attached resolution approving Design Review, Fence Height Exception, and Sign Review Application No. 17-1228, subject to conditions.

BACKGROUND

On December 15, 2011, Discovery Builders, Inc., filed Application No. 11-810, requesting approval of a General Plan Amendment and rezoning of the 4.42-acre subject parcel from CS-O (Service Commercial with a Limited Overlay, Ord. 07-1284) District to RM District. At that time, the application included a plan to subdivide the subject site into 33 single family lots.

On September 16, 2013, the City Council adopted Resolution No. 13-12039, adopting a mitigated negative declaration (MND) and mitigation monitoring program, and amending the General Plan Land Use designation of the 4.4-acre project site from Business Commercial to Medium Density Residential. Following that meeting, on October 21, 2013, the City Council adopted Ordinance No. 13-1378, re-zoning the subject site from CS-O to RM District. Due to changes in market demand following approval of the rezone, the applicant chose not to proceed with subdivision of the site.

On February 17, 2017, Kris Kamerzell of Discovery Builders, Inc., filed Application No. 17-1228, requesting approval of: 1) a development agreement; 2) design review for plans to construct a 62-unit, two-story apartment complex on a vacant, 4.42-acre parcel; 3) a fence height exception to establish a six-foot tall fence within the required front yard; and 4) an approximately five and one-half-foot-tall freestanding monument sign at the entrance of the project.

On January 23, 2018, the Planning Commission held a duly noticed public hearing and adopted Resolution 10085, recommending City Council approval of the proposed project as presented, subject to conditions.

On March 5, 2018, the City Council held a duly-noticed public hearing and moved to introduce, waive further reading, and pass to second reading, an ordinance to approve a development agreement for the project.

Proposed Project: The proposed apartment project consists of four, two-story 'garden-style,' walk-up apartment buildings, as well as related site improvements including drive aisles, parking, landscaping, walkways, lighting, and trash enclosures. The project proposes two different building types, including three 16-unit buildings (Type A), and one 14-unit building (Type B). In total, the project proposes 32 one-bedroom, one-bathroom units, and 30 two-bedroom, two-bathroom units, ranging in size from 741-939 s.f. in size. All units would include a kitchen, dining area, living room, in-unit washer and dryer, private patio, one walk-in closet, and a private storage area (separate from interior closet space). Three garage structures available to residents would be located along the eastern side of the development.

The clubhouse and apartment buildings feature several architectural design elements intended to provide visual interest and break up large expanses of blank walls, including round river rock siding along the lower portion of the building, as well as blue tile accents. A six-foot tall, open-style metal picket fence currently runs along the western boundary of the property, within the required front-yard setback area; the applicant has requested a fence height exception in order to legalize this fencing and has proposed continuing the metal fencing along the north and south sides of the project area, in order to create a cohesive aesthetic. Landscaping would also be installed along the majority of the fencing.

The complex's sole vehicular entrance, as proposed, would be located along Carion Court. Two automatic security gates would be located at the end of the entry drive within the interior of the project site, and would be perpendicular to the street frontage, reducing the visual impact of these gates. The developer has also requested approval of a freestanding monument sign at the north side of the entry drive, along Carion Court, to identify the proposed project. A total of 171 parking spaces would be distributed throughout the project site, including 18 garage spaces, 62 carport spaces, and 91 uncovered spaces.

The project includes an approximately 1,300 s.f. clubhouse with a fitness area. The center of the development, behind the clubhouse, would include a spa and BBQ area for residents. Approximately 27 percent of the project area would be landscaped. Landscaping would include large shade trees located throughout the parking area and along Carion Court at the project entrance, decorative accent trees around the perimeter of the apartment buildings and clubhouse, and an approximately 5,700 s.f. open lawn area.

The applicant has also proposed to enter into a development agreement with the City which would require the developer to (among other items): 1) pay to the City \$9,000 per year, for five years, to develop a bike share station near the project; 2) complete the sidewalk along the west side of Loveridge Road, from the corner of California Avenue to the Praxair driveway; and 3) develop off-site amenities, including a pedestrian trail at least 1/4 -mile in length, within the stormwater basin area at the northern end of Carion Court.

GENERAL PLAN/CODE COMPLIANCE:

General Plan Consistency: The property has a General Plan land use designation of Medium Density Residential, which is intended to provide sites for residential development at densities ranging from 7 to 14 units per gross acre. The proposed multifamily residential project proposes a density of approximately 14 dwelling units per acre and is therefore consistent with the uses and density envisioned by the General Plan for the Medium Density Residential land use designation.

A full analysis of the project's consistency with all applicable general plan goals and policies can be found in Attachment 8 to this report.

Zoning: The property is located within the RM (Medium Density Residential) District. The proposed multifamily residential project is a permitted use within the RM District, subject to design review approval by the Planning Commission. As shown in Attachment 9, the proposed use would meet or exceed the development regulations for properties located within the RM District.

Development Review Design Guidelines: The proposed development is subject to the City's adopted Development Review Design Guidelines (DRDG), adopted by Planning Commission through Resolution No. 9864. As shown in Attachment 10, the proposed project is consistent with the applicable DRDG sections, most notably those that call for high quality design and materials to be used, a variety of building sizes and massing from a streetscape perspective (III.c), and parking lots that do not dominate the street frontage (III.e).

The proposed project would also be in conformance with DRDG section IV, "Green Building Design Guidelines," if conditions are added to require: 1) all residential buildings and carports be prewired for solar photovoltaic panels; 2) installation of a high-visibility

crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School; and 3) bicycle parking for at least 10 bicycles be provided.

Environmental: This project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 32, "In-Fill Development Projects," of the state CEQA Guidelines, section 15332.

In order to ensure significant negative effects related to traffic, noise, air quality, water quality, and utility and public services do not occur as a result of the proposed project, the applicant has proposed the following project components, which have been included as recommended conditions of approval: 1) installation of a high visibility crosswalk and overhead pedestrian crossing sign with flashing beacons, extending from the project entrance to the school located across Carion Court; 2) heating and air conditioning for all units so windows may be kept closed at the discretion of occupants, and all recommendations from the acoustical study prepared for the project be incorporated into building and site design; 3) compliance with Bay Area Air Quality Management District (BAAQMD) basic construction mitigation measures; and 4) reimbursement of the City's for costs of completing a model/study to determine potential increases in wastewater flows, and increase pipe sizes as needed. Additionally, the proposed development agreement includes a requirement for the developer to annex into community facilities districts to fund public safety, fire, and stormwater services.

Public Notice: On or prior to Friday, March 9, 2018, in accordance with Government Code section 65091, and PMC sections 18.14.020 C and F, a "Notice of Public Hearing," for the March 19, 2018, public hearing on this item was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

Overall, the proposed project is consistent with applicable policies contained within the General Plan, as shown in Attachment 8. Most notably, the proposed project is consistent with Housing Element Goal G-1, which encourages the City to foster development of a variety of housing types, densities, and prices to balance the City's housing stock and meet Pittsburg's regional fair share housing needs for people of all income levels. The project would contribute to the improvement of the area by developing a long-standing vacant parcel to include 62 market-rate apartment units, which would attract moderate to above-moderate income households, near a portion of the City which includes a large amount of low- and very low-income units (Attachment 7), helping to establish a mixed-income community and provide a variety of housing types within this subarea, and help the City reach its regional fair share housing goals.

Further, staff believes that the proposed project's design, apartment sizes, amenities, (including detached garages, electric vehicle charging stations, fitness center, and proposed adjacent recreational trail), location near commercial opportunities and the junior high school, and easy access to State Route 4 would make these units desirable.

With the inclusion of conditions of approval related to the installation of a high-visibility crosswalk extending from the project entrance to the school located across Carion Court, as well as conditions requiring that: 1) carports visible from the public right-of-way and commercial center be finished with roof material and pitch similar to the main buildings; 2) the first-floor exterior of each proposed building be painted a different color than the second floor; and 3) crosswalks between across Carion Court and adjacent to project access points be finished with colored and/or stamped concrete, the City Council can make the required findings to recommend approval of the proposed architectural and site development plans. In addition, staff believes the requested fence height exception and freestanding monument sign approvals are warranted, in that the proposed fence location would provide increased security at the project site and maintain continuity between the proposed fence line and the property to the south, and the proposed monument sign would attractively identify the main entrance and help provide a sense of place.

- ATTACHMENTS:
1. Proposed Ordinance No. 18-1441
 2. Proposed Ordinance No. 18-1441 Exhibit A - Development Agreement
 3. Proposed Resolution
 4. Adopted Planning Commission Resolution No. 10085
 5. Planning Commission Staff Report (including subsequent memorandum), dated January 23, 2018
 6. Project Plans, date stamped August 25, 2017
 7. Project Location Map and Existing Conditions Photos
 8. Applicable General Plan Goals and Policies
 9. Property Development Regulations
 10. Development Review Design Guidelines
 11. Noise and Vibration Assessment
 12. Public Hearing Notice and Vicinity Map

Report Prepared By: Jordan Davis, AICP, Senior Planner

Attachment 1

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Approving a Development Agreement for the, "Edgewater Apartments, AP-17-1228 (DA)."	)))	ORDINANCE NO. 18-1441
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The City Council of the City of Pittsburgh DOES ORDAIN as follows:

SECTION 1. Recitals.

- A. On February 17, 2017, Kris Kamerzell of Discovery Builders, Inc., filed Development Agreement, Design Review, Fence Height Exception, and Sign Review Application No. 17-1228, requesting approval of a: 1) development agreement; 2) plans to construct a 62-unit, two-story apartment complex on a vacant, 4.42-acre parcel; 3) a fence height exception to establish a six-foot tall fence within the required front yard; and 4) an approximately five and one-half-foot-tall freestanding monument sign at the project entrance. The project site is located along the east side of Carion Court, across from Martin Luther King Jr. Junior High School, within the RM (Medium Density Residential) District. Assessor's Parcel Number: 073-190-033.
- B. On September 16, 2013, the City Council adopted Resolution No. 13-12039, adopting a mitigated negative declaration (MND) and mitigation monitoring program, and amending the General Plan Land Use designation of the 4.4-acre project site from *Business Commercial* to *Medium Density Residential*.
- C. On October 21, 2013, the City Council adopted Ordinance No. 13-1378, re-zoning the subject site from CS-O (Service Commercial with an Overlay) to RM District.
- D. The proposed project is governed by the applicable goals and policies of the Pittsburgh General Plan, the Pittsburgh Municipal Code (PMC), and the City's Design Review and Development Guidelines adopted by Planning Commission through Resolution No. 9864.
- E. Pursuant to PMC section 18.44.020, the City Council adopted Resolution No. 96-8371, establishing procedures and requirements for considering, adopting and reviewing development agreements. In accordance with Resolution No. 96-8371, the City Council may adopt an ordinance approving a development agreement if it finds that the development agreement is consistent with the General Plan and will promote the public health, safety, and general welfare.
- F. On January 23, 2018, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10085, making findings consistent with Article V, Section A, of City Council Resolution No. 96-8371, and recommending City Council approval of the project in its entirety, including: 1) a development agreement; 2) design review of plans to construct a 62-unit, two-story apartment complex on a vacant, 4.42-acre parcel; 3) a fence height exception to establish a six-foot tall fence within the required front yard; and 4) an approximately five and

one-half-foot-tall freestanding monument sign at the entrance of the project, subject to conditions.

- G. This project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 32, "In-Fill Development Projects" of the state CEQA Guidelines, section 15332.
- H. On or prior to Friday, February 23, 2018, in accordance with Government Code section 65091, and PMC section 18.14.020 C and F, a "Notice of Public Hearing," for the March 5, 2018, public hearing on this item was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice.
- I. On March 5, 2018, the City Council held a public hearing on Development Agreement Application No. 17-1228, at which time additional oral and/or written testimony was considered.

SECTION 2. Findings.

- A. Based on the City Council Staff Report entitled, "Introduction and Waive First Reading of an Ordinance Approving a Development Agreement for Edgewater Apartments, AP-17-1228 (DA)," dated March 5, 2018, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:
 - 1. All recitals above are true and correct and are incorporated herein by reference.
 - 2. Consistent with Article V, Section B, Subsection 1, of City Council Resolution No. 96-8371, the City Council further finds that:
 - a. The proposed development agreement is consistent with General Plan, specifically: policy 3-P-1, in that it requires the developer construct C.3 facilities within an off-site location to ensure adequate provision of public stormwater facilities and infrastructure; policies 3-P-16, 3-P-17, 4-P-83, 7-P-39, and 7-P-42, in that it requires the developer complete the sidewalk along the west side of Loveridge Road from California Avenue to the driveway of Praxair to allow additional pedestrian movement and the establishment of a bus stop; and policies 8-P-1, 8-P-2, and 8-P-11, in that it requires payment of fees to help the City meet its park and recreation facility standards.
 - b. The proposed development agreement will promote the public health, safety, and general welfare in that it requires the developer to: a)

construct a minimum ¼-mile pedestrian trail within the stormwater basin at the northern end of Carion Court; b) pay to the City \$9,000 per year, for up to five years, to develop a bike share station near the project site; c) pay fees to finance unmet local and regional traffic improvement needs; d) construct or participate in the funding of offsite stormwater facilities; e) fund the installation of a camera surveillance system in the area; f) annex the project site into the City's Lighting and Landscaping District; g) annex the project site into the City's Community Facilities District (CFD) 2007-1 for park maintenance; h) annex the project site into the City's CFD 2016-1 for maintenance of stormwater facilities; and i) annex the project site into the City's CFD 2004-1 for police and other emergency services.

- B. The City Council Staff Report entitled, "Introduction and Waive First Reading of an Ordinance Approving a Development Agreement for Edgewater Apartments, AP-17-1228 (DA)," dated March 5, 2018, is referenced hereto as additional support for findings.

SECTION 3. Decision.

Based on the findings and the authority set forth above, the City Council hereby approves the Development Agreement, identified as Exhibit "A" to this ordinance and incorporated herein by reference.

SECTION 4. Publication.

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on March 5, 2018, and was adopted and ordered published at a meeting of the City Council held on March 19, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwaine "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sunnyside Pittsburg, LLC
4061 Port Chicago Hwy., Ste. H
Concord, CA 94520
Attention: Legal Dept.

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: City Clerk

(Space Above This Line Reserved for Recorder's Use)

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF PITTSBURG, CALIFORNIA
AND
SUNNYSIDE PITTSBURG, LLC
(Edgewater Apartments)**

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of the Effective Date between SUNNYSIDE PITTSBURG, LLC, a California limited liability company (“**Developer**”), and the CITY OF PITTSBURG, a California municipal corporation (“**City**”), pursuant to California Government Code § 65864 *et seq.* The Effective Date is _____, 2018.

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted California Government Code § 65864 *et seq.*, which authorizes City to enter into an agreement with any person having a legal or equitable interest in real property regarding the development of such property.

B. Pursuant to California Government Code § 65865, City has adopted procedures and requirements for the consideration of development agreements (Resolution No. 89-7466). This Development Agreement has been processed, considered and executed in accordance with such procedures and requirements.

C. Developer has a legal interest in certain real property consisting of approximately 4.42 acres, as more particularly described in the **Exhibit A** attached hereto (the “**Property**” or “**Project**”), and as diagrammed in the attached **Exhibit A-1** (the “**Project Site**”).

D. On September 16, 2013, the City Council adopted Resolution No. 12039 changing the General Plan land use designation for the Property from Business Commercial to Medium Density Residential. On October 21, 2013, the City Council adopted Ordinance No. 13-1378, amending the zoning for the Property from Service Commercial with an Overlay District (CS-O) to Medium Density Residential (RM) District.

E. On February 17, 2017, Developer filed applications with the City requesting to obtain design review approval for a sixty-two-unit apartment complex on the Project Site, as well as related amenities, a fence height exception to establish a six-foot tall fence within the required front yard and sign review approval to establish an approximately five and one-half-foot-tall freestanding monument sign at the entrance of the project. On January 23, 2018, the Planning Commission, at a duly noticed public hearing, adopted Resolution No. 10085 recommending approval of design review, fence height exception, and sign review, and a Development Agreement for the Project.

The design review approval and development agreement policies described in these Recitals, together with this Agreement, are collectively referred to herein as the “**Project Approvals**.”

F. City has determined that the Project presents certain public benefits and opportunities which are advanced by City and Developer entering into this Agreement. This Agreement will, among other things, require conditions of approval and other exactions resulting in:

1. The inclusion of the Project Site into the City's existing Community Facilities District 2007-1, at no cost to the City, to provide funding for certain park maintenance costs, as set forth in Section 5.06 of this Agreement. Developer understands that the Project Site is included within the City's existing Citywide Landscaping and Lighting Assessment District No. 99-01 that provides funding for certain landscaping and lighting costs.

2. The inclusion of the Project Site into the City's existing public safety services Community Facilities District 2005-1, at no cost to the City, to provide for police and other emergency services for the Project Site, as set forth in Section 5.08 of this Agreement.

3. The inclusion of the Project Site into the City's existing fire safety and emergency services Community Facilities District 2017-1, at no cost to the City, to fund fire and emergency services for the Project as set forth in Section 5.09 of this Agreement.

4. The inclusion of the Project Site into the City's existing Community Facilities District 2016-1, at no cost to the City, to provide funding for the continuous maintenance of certain on-site project and off-site stormwater treatment facilities as set forth in Section 5.07 of this Agreement.

5. Payment of an In-Lieu Parkland Dedication Fee to fund the development of public park facilities, as set forth in Section 5.10 of this Agreement.

G. In exchange for the benefits to City described in the preceding Recital F and others set forth herein, Developer will receive by this Agreement assurances that it may proceed with the long-term phased development of the Project in accordance with the "Applicable Law" (defined herein), and therefore desires to enter into this Agreement.

H. The City Council, after conducting a duly noticed public hearing, has found that this Agreement is consistent with the General Plan and has conducted all necessary proceedings in accordance with the City's rules and regulations for the approval of this Agreement.

I. The City Council, on _____, 2018, at a duly noticed public hearing, adopted Ordinance No. 18-_____, approving and authorizing the execution of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and obligations set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

“Administrative Agreement Amendment” shall have that meaning set forth in Section 7.02(a) of this Agreement.

“Administrative Project Amendment” shall have that meaning set forth in Section 7.01(a) of this Agreement.

“Agreement” shall mean this Development Agreement.

“Applicable Fees” shall have that meaning set forth in Section 3.04 of this Agreement.

“Applicable Law” shall have that meaning set forth in Section 6.03 of this Agreement.

“Buildout” shall mean the City’s issuance to Developer of the last certificate of occupancy required for any portion of the Project Site.

“CEQA” shall mean the California Environmental Quality Act.

“Changes in the Law” shall have that meaning set forth in Section 6.07 of this Agreement.

“City” shall mean the City of Pittsburg, a California municipal corporation.

“Complaining Party” shall have that meaning set forth in Section 10.01 of this Agreement.

“Day” or **“days”** shall mean calendar day or calendar days.

“Default Notice” shall have that meaning set forth in Section 10.01 of this Agreement.

“Defaulting Party” shall have that meaning set forth in Section 10.01 of this Agreement.

“Deficiencies” shall have that meaning set forth in Section 9.02(a) of this Agreement.

“Developer” shall mean Sunnyside Pittsburg, LLC, a California limited liability company.

“Effective Date” shall have that meaning set forth in Section 2.01 of this Agreement.

“Fair Share” shall mean the proportionate share which the Developer, or other party, shall bear of the improvement, facility, or structure which is providing service to the Project, Developer or other party. The term “fair share” or similar terms used herein are not intended

by the parties to this Agreement to impose a different or higher burden of proof on the City as to its fees, charges, or other exactions, than exists under applicable State or federal law.

“Funding Mechanisms” shall have that meaning set forth in Section 3.08 of this Agreement.

“General Plan” shall have that meaning set forth in Recital H of this Agreement.

“Judgment” shall have that meaning set forth in Section 9.02(a) of this Agreement.

“LLD” shall have that meaning set forth in Section 5.05 of this Agreement.

“Non-Assuming Transferee” shall have that meaning set forth in Section 8.03 of this Agreement.

“Notice of Compliance” shall have that meaning set forth in Section 8.04 of this Agreement.

“Periodic Review” shall have that meaning set forth in Section 10.03 of this Agreement.

“Police Services District” shall have that meaning set forth in Section 5.06 of this Agreement.

“Project” shall have that meaning set forth in Recital C of this Agreement.

“Project Approvals” shall have that meaning set forth in Recitals A through E of this Agreement.

“Project Site” shall have that meaning set forth in Recital C of this Agreement.

“Public Improvements” shall have that meaning set forth in Article XI of this Agreement.

“Subsequent Approvals” shall mean those certain other land use approvals, entitlements, and permits other than the Project Approvals that are necessary or desirable for the Project. The Subsequent Approvals may include, without limitation, the following: amendments of the Project Approvals, design review approvals, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, subdivision maps, PD Plans, rezonings, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing.

“Term” shall have that meaning set forth in Section 2.02 of this Agreement.

“Transfer Agreement” shall have that meaning set forth in Section 8.02(a) of this Agreement.

If any capitalized terms contained in this Agreement are not defined above, then any such terms shall have the meaning otherwise ascribed to them in this Agreement.

ARTICLE II EFFECTIVE DATE; TERM

Section 2.01 **Effective Date.** This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the “**Effective Date**”).

Section 2.02 **Term.** The term of this Agreement shall commence upon the Effective Date and continue for a period of ten (10) years (the “**Term**”). However, at such time as Developer has complied with all conditions in this Agreement, and upon the City Manager’s written authorization, this Agreement shall terminate and be of no further effect between the parties. The termination shall not alter any of the Project Approvals and related matters as to the Project.

ARTICLE III OBLIGATIONS OF DEVELOPER

Section 3.01 **Obligations of Developer Generally.** The parties acknowledge and agree that the City’s agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer’s agreement to perform and abide by its long-term covenants and obligations, as set forth herein. As material consideration for the long-term assurances and vested rights provided by this Agreement and as a condition of approval to one or more of the Project Approvals, Developer agrees to each of the following:

Section 3.02 **Facility Reserve Charges.** Developer agrees to pay City’s Facility Reserve Charges (“**FRC**”) as set or modified by the City Council from time to time.

Section 3.03 **Water Infrastructure.** Developer shall comply with the 2015 Water System Master Plan, as amended.

Section 3.04 **Applicable Fees.** City may levy development fees and charges during the term of this Agreement relative to the development of the Project Site which are in force and effect as of the Effective Date, or which are in effect at the time payment of those fees are due as more particularly described and according to the payment schedule set forth on **Exhibit B** (“**Applicable Fees**”). Unless otherwise provided in this Agreement, no development fees, or charges, or categories thereof, shall be imposed on the Project other than those fees (including categories within such fees), and charges identified as Applicable Fees on **Exhibit B**, which exhibit shall exclusively govern the Applicable Fee payment schedule. The parties agree that any and all Project development fees, charges or exactions related to schools, fire prevention, water, sewer, stormwater, and storm drainage facilities, which are to be paid by Developer directly to third-party governmental agencies, are not subject to or within the scope of this Agreement whether such third-party charges exist or are subsequently imposed by such third parties, whether directly upon Developer or through City. This provision shall not be construed to benefit any Non-Assuming Transferees, as such term is defined in herein.

Section 3.05 **Applicable Fee Adjustments.** Developer shall pay fees and charges consistent with **Section 3.04** above, and the applicable adjustments currently provided in such fees, and as modified from time to time by the City, whether such adjustment or modification is an increase or decrease. Developer retains the right to

challenge the imposition of any new fees not referenced in this Agreement or the modification, amendment or adjustment of all Applicable Fees pursuant to Government Code § 66000 *et seq.*, not already authorized by ordinances, resolutions or policies in place at the time of this Agreement's execution. Should the City Council approve a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.

Section 3.06 **City Local Traffic Mitigation Fee.** Developer shall pay the City Local Traffic Mitigation Fee, which fee is necessary to finance unmet City traffic improvement needs in the amount in effect as of the Effective Date and subject to adjustment in accordance with Resolution No. 07-10917 with credit for certain improvements constructed by Developer per Section 4.04 below. If the City Council approves a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.

Section 3.07 **Regional Traffic Fee.** Developer shall the ECCRFA Regional Transportation Development Impact Mitigation Fee (PMC Chapter 15.103) (the "RTDIM") amount in effect when the Developer obtains a Building Permit. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News Record Construction Costs Index-San Francisco Bay Area between September 1 and September 1 of the preceding two calendar years. Developer shall pay the fees prior to issuance of a Building Permit. If no Building Permit is required, then Developer shall pay the fees at a time consistent with PMC Section 15.103 in the amount in effect when the Project commences pursuant to PMC Section 15.103.

Section 3.08 **Fees, Assessments and/or Taxes to be Paid by Developer.** Developer agrees to pay its fair share of any levies imposed by any assessment district, landscaping and lighting district, community facilities district, tax-exempt financing mechanisms, or other funding mechanisms related to public safety; traffic; sewer; water; fire; or other infrastructure improvements (including, without limitation, design, acquisition, construction and maintenance costs) (collectively, "**Funding Mechanisms**") within the Project Site, provided that such Funding Mechanism is referenced herein and/or was legally created pursuant to applicable law.

Section 3.09 **C.3 Facilities.** Developer requests to fulfill their C.3 obligations by constructing a C.3 (bioretention) facility offsite on land owned by the City. Developer shall execute a memorandum of understanding with the City that outlines the conditions for use, construction, and continuous maintenance. This memorandum of understanding shall be executed prior to the issuance of any grading permits for the Project.

Section 3.10 **Landscaping Located Within the C.3 Facilities.** Developer shall provide a Central Irrigation System that is compatible with Rainmaster DX 2 Evolution, or as specified in the City's most current Standard Specifications, with a remote controller included

with the package. The installation of this system shall be certified by a John Deere Landscapes United Greentech representative prior to the City's acceptance of the installation.

Section 3.11 **Security Improvements.** Developer shall pay to the City the actual cost incurred by City (not to exceed Forty Thousand Dollars (\$40,000)) towards funding the acquisition and installation of security camera(s) at the Project Site as well as within the proposed C.3 facility identified in Section 3.09. The security cameras will be installed under the supervision of the City's Police Chief. Developer shall pay such costs within thirty (30) days of receipt of invoice.

Section 3.12 **Bike Share Station.** Developer shall pay to the City \$9,000 per year, for five years, beginning with the effective date of this Agreement. The City shall use these funds to develop a bike share station which, at the City's discretion, may be located on the same parcel as the C.3 facilities serving the Project. In the event the City does not maintain a bike share program, the developer shall not be required to provide these funds.

Section 3.13 **Sidewalk Relating to Bus Stop.** Developer shall install at its own cost: 1) an eight-foot-wide sidewalk along the west side of Loveridge Road, from the corner of California Avenue to the western edge of the driveway of Assessor's Parcel Number: 073-190-035; 2) a curb ramp at the eastern side of said driveway; and 3) two full trash capture devices for the two inlets at the northwest corner of Loveridge Road and California Avenue. The final design of all improvements required under this section shall be subject to written approval by the City Engineer and shall be designed and constructed to City Standards. The installation shall be completed prior to issuance of the final certificate of occupancy.

Section 3.14 **Offsite Recreational Amenities.** As part of the development of the proposed C.3 facility referenced in Section 3.09, Developer shall install at its own cost, at a minimum, the following improvements to Assessor's Parcel Number 073-190-012: 1) a six-foot wide multiuse trail, at least one-quarter mile in length; 2) two benches along the trail; 3) solar-powered trail lighting; 4) a six-foot wide sidewalk, and all necessary curb ramps, crosswalks, or other required safety and accessibility improvements, along the existing curb of Assessor's Parcel Number: 073-190-012, from the northern boundary of Assessor's Parcel Number: 073-190-033 to a point adjacent to the existing gate located northeast of Martin Luther King Jr. Junior High School. The final design of all improvements required under this section shall be subject to prior written approval by the City Engineer and shall be designed and constructed to City Standards.

Section 3.15 **Disclosure of Surrounding Industrial Uses.** Developer recognizes that the Project is located in an area of the City where industrial development currently exists and is expected to further grow. Such existing and anticipated development currently creates impacts such as noise, dust, and other environmental factors, which were adequately evaluated and addressed as part of the environmental review of this Project. Nonetheless, Developer agrees to include in each lease for each unit of Edgewater, as well as in any transfer of title to the Project or unit thereof, a statement advising the tenant or transferee of these issues with wording to be mutually agreed upon in writing by Developer and the City Manager.

Section 3.16 **Crime Free Multifamily Housing Program.** Developer shall participate in the Crime Free Multi-Housing Program offered by the Pittsburgh Police Department. The Program consists of three main elements:

- (a) Developer, directly or through its property manager, and such other individuals as Developer may designate, must attend the entire Program training provided by the Pittsburgh Police Department or its designee.
- (b) Developer shall allow one or more representatives from the Pittsburgh Police Department to inspect the common areas of the Property to evaluate whether or not the Property meets the minimum-security requirements adopted by the Program.
- (c) Developer, directly or through its property manager, shall conduct an annual meeting at the Property for Property residents. At the meeting, one or more representatives of the Pittsburgh Police Department will provide information about the Program and general crime prevention information.

Pittsburgh's Chief of Police shall annually verify whether Developer has completed all required elements of the Program. If the Pittsburgh Police Department does not offer the Program, the City and Developer may mutually agree on other crime prevention measure Developer shall take.

The Program encourages property owners and property managers to use the "Crime Free Lease Addendum," which lists specific actions property management may take if a tenant, or a tenant's guest, is involved in certain illegal or dangerous activity. The Crime Free Lease Addendum provided as part of the Program is only an example of such a lease addendum, and Developer is not required to use that form. Developer should consult with its own legal counsel to ensure that any lease or lease addendum used, including any such documents provided by the Program, is consistent with applicable law. Developer shall have the sole discretion and authority to decide whether to take action against a tenant, including eviction, for a violation of the Crime Free Lease Addendum or for any other reason.

ARTICLE IV OBLIGATIONS OF CITY

Section 4.01 **Obligations of City Generally.** The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long-term covenants and obligations of City, as set forth herein.

Section 4.02 **Availability of Public Services.**

(a) **General.** To the extent permitted by law and consistent with its authority, City shall reserve such capacity for water services as may be necessary to serve the Project. This reservation of water infrastructure capacity shall be assured for the Term to the extent consistent with applicable law.

(b) **Construction Water.** City shall make construction water available to the Project by allowing the Project access to City's existing water supply

infrastructure, at a location reasonably determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar projects consistent with City standards. Developer shall provide backflow prevention for all points of connection to the City's potable water supply system and the volume of water consumed shall be tracked with the use of a City-issued hydrant meter. City shall also permit Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations, as long as such water is unrelated to potable use.

Section 4.03 **Developer's Right to Rebuild.** City agrees that Developer, in Developer sole's discretion, may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods or other casualties. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and this Agreement.

Section 4.04 **Reimbursement of Infrastructure Costs.**

(a) **Reimbursement.** Unless otherwise provided for herein, to the extent Developer incurs costs related to the planning and construction of traffic infrastructure, water delivery infrastructure, , sewer infrastructure or other public infrastructure required by City or this Agreement for the Project that exceed the Project's fair share obligation for such infrastructure, City shall reimburse Developer for the City's portion of such costs (including any management fees provided for in this Agreement), subject to City's prior verification through inspection of the construction that is subject to such reimbursement and upon final acceptance of the infrastructure by the City. This reimbursement shall be paid within sixty (60) days after City's final acceptance or at such other time as mutually agreed upon in writing by the parties. Developer shall be entitled to a management fee of five percent (5%) for City's share of approved infrastructure costs, including but not limited to design and special inspection costs. The management obligations of Developer hereunder shall include contracting and managing the construction of the infrastructure, retaining copies of records, photographs and "as built" for the improvement(s) as well as attending meetings and providing necessary reports as reasonably requested by City.

(b) **City's Authorization of Reimbursement.** Notwithstanding any other provision of this Section, or of this Agreement, or of VTM provisions, City shall not be responsible to reimburse or credit Developer for any costs, including as referenced in Section 4.04(a) herein, unless prior to Developer incurring any costs for which Developer will request reimbursement from City, Developer shall first provide written documentation as to the work to be performed, the estimated costs thereof, including a not-to-exceed cap, and such other details as reasonably requested by the City Manager and the City Manager approves the proposed costs and related work. If the City Manager fails to respond within thirty (30) days of its receipt of such estimated costs, Developer shall provide a second written notice to the City Manager and to the City Engineer, if neither responds within thirty (30) days of the City's receipt of the second request, the request shall be deemed approved. The City Manager shall have the discretion to require Developer to obtain competitive bids on

any work for which Developer may request reimbursement or credit from the City where the total cost (not just the City's share) of that work is One Hundred Thousand Dollars (\$100,000) or more. City shall also have the opportunity to inspect any and all infrastructure during its construction, as well as to review any work product for which Developer requests reimbursement or credits. If mutually agreed by the parties in writing, any reimbursement due Developer pursuant to this Agreement may be satisfied by City in the form of credits, which can actually be used by Developer to offset Developer's payment of any Applicable Fees. In the event there are not enough credits to fully satisfy the reimbursement due Developer and subject to the terms of the mutual agreement between the parties referenced in the prior sentence, City shall reimburse Developer within thirty (30) days of invoicing.

Section 4.05 **Park Fee Credit**. Developer and City agree that the park in-lieu fee valuation is currently Ten Dollars and Twenty-Seven Cents per square foot (\$10.27/sf foot unless City adopts a lower fee in which case the lower fee shall apply), increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2019 reflecting 2018 increases. Developer and City agree that Developer shall receive partial park fee credit for the on-site recreational improvements in the Project.

ARTICLE V COOPERATION — IMPLEMENTATION

Section 5.01 **Processing Application for Subsequent Approvals**. The parties agree that all Subsequent Approvals shall be processed by City in a manner consistent with the following provisions:

(a) **Standard of Review**. By adopting the Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise prevent or delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed tools to implement those final policy decisions and shall be issued by City so long as they comply with this Agreement and Applicable Law, as defined below, and are not inconsistent with the Project Approvals as set forth above and meet the intent and comply with any City adopted Designed Guidelines, as applicable. To the extent permitted by law, City shall not use its discretionary authority in considering these Subsequent Approval applications to revisit or frustrate the policy decisions or material terms reflected by the Project Approvals. Developer agrees that development under this Agreement shall comply with provisions reflected in Uniform Codes (whether building, fire, plumbing, or other applicable uniform codes) which may be adopted subsequent to the Effective Date of this Agreement.

(b) **Basis for Denial**. City may deny an application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law, defined below, or does not substantially comply with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Approval which is requested by Developer as an amendment to that Project Approval). City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or as is necessary to make this Subsequent Approval

consistent with the Project Approvals. If City denies any application for a Subsequent Approval, City shall specify in writing the reasons for such denial and may suggest a modification which would be approved by City.

Section 5.02 **Timely Submittals by Developer.** Developer acknowledges that City cannot expedite processing of the Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (a) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (b) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals consistent with this Agreement.

Section 5.03 **Timely Processing by City.** Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval applications including, without limitation, (a) providing at Developer's expense and subject to Developer's request and prior written approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (b) if legally required, providing notice and holding public hearings; and (c) acting on any such Subsequent Approval application. If Developer elects to request and approve the use of overtime staff assistance or staff consultants for planning and processing of any Subsequent Approval pursuant to this Section 5.03, Developer's reimbursement to City for such services shall be made in amount equal to City's actual costs of providing such services, in accordance with standard City practice.

Section 5.04 **Other Government Permits.** At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Developer in its efforts to timely obtain such permits and approvals and shall, from time to time, at the request of Developer, use its best efforts to ensure the timely availability of such permits and approvals.

Section 5.05 **Landscaping and Lighting District (LLD) 88-01.** Developer understands that the Project Site is included in the City's existing Citywide Landscaping and Lighting Assessment District, as established pursuant to City Resolution No. 88-7324 ("LLD"). Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of the parks.

Section 5.06 **Park Maintenance CFD 2007-1.** Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2007-1 for Park Maintenance (CFD 2007-1). The rate of the CFD 2007-1 fee is subject to City Council

Resolution No. 07-10698. Developer shall complete annexation of the subject property into the CFD 2007-01 prior to the issuance of any building permits.

Section 5.07 **Maintenance of Project Facilities CFD 2016-1.** Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2016-1 for maintenance of stormwater treatment facilities (CFD 2016-1), such as the bioretention basin as described in Section 3.09. Developer shall complete annexation of the property into the CFD 2016-01 prior to the issuance of any building permits.

Section 5.08 **Public Safety Services CFD 2005-1.** Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2005-1 for Public Safety Services (CFD 2005-1). The rate of the CFD 2005-1 fee is subject to City Council Resolution No. 05-10342. Developer shall complete annexation of the property into the CFD 2005-01 prior to the issuance of any building permits.

Section 5.09 **Fire Facilities and Fire Safety and Emergency Services CFD 2017-1.** Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2017-1 for Fire Facilities and Fire Safety and Emergency Services (CFD 2017-1). The rate of the CFD 2017-1 fee is subject to City Council Resolution No. 17-13311. Developer shall complete annexation of the property into the CFD 2017-01 prior to the issuance of any building permits.

Section 5.10 **Parkland Dedication In-Lieu Fee.** Developer shall pay an In-Lieu Parkland Dedication Fee to the Engineering Department prior to the issuance of a building permit for the Project per PMC Section 17.32.020.D.2. The park in-lieu fee amount shall be calculated using the rate in place at the time of issuance of a building permit, which is increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2018 reflecting 2017 increases.

Section 5.11 **Assessment Districts or Other Funding Mechanisms.**

(a) City understands that City's long-term assurances to Developer concerning fees, taxes and assessments related to the Project are a material consideration for Developer agreeing to process the siting of the Project in its present location and to pay the fees, taxes and assessments described in this Agreement. City shall retain the ability to initiate or process applications for the formation of new assessment districts or other Funding Mechanisms, as defined in Section 3.08 of this Agreement, covering all or any portion of the Project site. Notwithstanding the foregoing, Developer retains all its rights to oppose the formation or proposed assessment of any new assessment district, Funding Mechanism, or any and all increases thereto, or to request or pursue assessment credits or reductions, unless otherwise provided for herein or unless such assessment, Funding Mechanism or related increases are in place and legally effective as of the date of this Agreement's Effective Date.

(b) At the request of Developer, City shall cooperate in the formation of, or annexation to, those assessment districts, landscaping and lighting districts, community facilities districts, tax-exempt financing mechanisms, or other Funding Mechanisms that Developer and City determine are needed to fund infrastructure improvements and to ensure the orderly development of the Project, at no cost to the City.

City shall diligently and expeditiously process applications by Developer necessary to establish such Funding Mechanisms as long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City, and which will result in no commitment of City. City shall diligently seek to sell any bonds to be issued and secured by such assessments upon the best terms reasonably available in the marketplace. Any and all costs associated with this Section shall be borne and/or advanced by Developer.

Section 5.12 **Warranty Bonds.** Developer agrees that every infrastructure improvement dedicated to City (except landscaping, unimproved real property or open space dedications) pursuant to this Agreement shall be accompanied by a one (1) year warranty bond in a form and in an amount, and with a surety acceptable to City, or otherwise as determined in the applicable Subdivision Improvement Agreement.

Section 5.13 **General Plan Maintenance Fee.** Developer agrees to pay a development related fee to help fund the maintenance of the Pittsburgh General Plan. The General Plan Maintenance Fee will be One Hundred Twenty-Five Dollars (\$125) per dwelling unit.

ARTICLE VI STANDARDS, LAWS AND PROCEDURES GOVERNING THE PROJECT

Section 6.01 **Vested Right to Develop.** Developer shall have a vested right to develop the Project on the Project Site in substantial conformance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals (as and when issued), and amendments thereto as shall, from time to time, be approved pursuant to this Agreement. Nothing in this Section 6.01 shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals.

Section 6.02 **Permitted Uses Vested by this Agreement.** The permitted uses of the Project Site; the density and intensity of use of the Project Site; the maximum height, bulk and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals.

Section 6.03 **Applicable Law.** "Applicable Law" shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the project site; governing density; and governing design, improvements, and construction standards and specifications applicable to the Project and Project site as set forth in this Agreement and the Project Approvals, and in force and effect on the Effective Date of this Agreement. However, this Agreement and this Section shall not be construed to prevent the City, in any subsequent actions applicable to the Project Site, from applying any new rules, regulations, official policies, standards, and specifications that do not conflict with those rules, regulations, official policies, standards, and specifications existing as of the Effective Date of the Agreement.

Section 6.04 **Uniform Codes.** Notwithstanding any other provision of this Agreement, City may apply to the Project Site, at any time during the Term, the then current Uniform Building Code and other uniform construction codes as properly modified by City and uniformly applied on a citywide basis, and City's then current design and construction standards for road and storm drain facilities. In no event shall any such uniform code or standard be adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.

Section 6.05 **Moratorium and Conflicting Enactments.** To the extent consistent with State Law, if any ordinance, resolution or other measure is enacted, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project on all or any part of the Project Site, City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement, unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558. Developer reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement.

Section 6.06 **Life Development Approvals and Permits.** To the extent consistent with Applicable Law, the term of any permit or other land use entitlement approved as a Project Approval or Subsequent Approval shall automatically be extended for the duration of this Agreement, including any extensions. The term of this Agreement and any Project Approval or Subsequent Approval shall not include any period of time during which any applicable development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies that regulate land use, development or the provision of services to the land, prevents, prohibits or delays the construction of the Project. The term of this Agreement and any Project Approval or Subsequent Approval shall not include any period of time during which any applicable court order or other legal requirement prevents the processing of any Subsequent Approval or prevents any Project development activities

Section 6.07 **State and Federal Law.** As provided in California Government Code § 65869.5, if any state or federal laws or regulations, enacted after this Agreement's Effective Date prevent or preclude compliance with one or more provisions of this Agreement ("**Changes in the Law**"), such provision of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement including, without limitation, Article V and Section 10.05. Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Developer any fee specifically required by State or Federal laws and regulations.

Section 6.08 **Timing of Project Construction and Completion.**

(a) **Project Phasing.** The Project may be built in phases in response to then-existing market conditions over the Term of the Agreement. Except as otherwise specifically provided by this Agreement with respect to Project infrastructure timing,

City and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular period of time, and City shall not impose such a requirement on any Project Approval. The parties acknowledge that Developer cannot at this time predict when or the rate at which or the order in which phases will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market demand, interest rates, competition and other similar factors.

(b) Project Time Schedule. The parties agree that Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time, and Developer shall determine which part of the Project Site to develop first, and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. Developer's rights under this Section 6.08(b) shall be subject to the requirement that adequate infrastructure to serve each phase of the Project is constructed concurrently with such phase. The City Manager shall reasonably determine what infrastructure will be required to serve each phase of the Project, which determination shall be consistent with Applicable Law.

(c) Developer Agreements. Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement, or similar agreement in accordance with the terms thereof.

Section 6.09 **Exempting Fees, Mitigation Measures and Similar Requirements Imposed by Outside Agencies**. Notwithstanding any other provision of this Agreement, the City agrees to exclude Developer from any and all discretionary collection agreements regarding fees, mitigation measures and similar requirements including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or on the Project Site after the Effective Date through the Term of this Agreement. This Section 6.09 shall not prohibit the City from imposing on Developer any fee, mitigation measure or similar requirement or obligation that is required by a local or regional agency in accordance with local, regional, State or Federal obligations and implemented by the City in cooperation with such local, regional, state or federal agency, provided such fee, mitigation measure or similar requirement or obligation is imposed in a similar manner on similarly situated properties within the City as, for example, stormwater-related C.3 requirements and increases thereto.

Section 6.10 **City's Joint-Inspection Jurisdiction**. Developer acknowledges that City has joint inspection jurisdiction within other third-party governmental entities within any and all City rights-of-way and easements.

ARTICLE VII AMENDMENT

Section 7.01 **Amendment to Project Approvals, Subsequent Approvals.** To the extent permitted by State and Federal law, any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner:

(a) **Administrative Project Amendments.** Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the City Manager or his/her designee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable uniform codes and State or Federal law. If the City Manager or his/her designee finds that the proposed amendment or modification is minor in the context of the entire Project, consistent with this Agreement and Applicable Law, and will result in no new significant environmental impacts, the amendment shall be determined to be an **"Administrative Project Amendment"** and the City Manager or his/her designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, minor variations in lot layouts, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments.

(b) **Non-Administrative Project Amendments.** Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

Section 7.02 **Amendment of this Agreement.** This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:

(a) **Administrative Agreement Amendments.** The City Manager, or his/her designee, may, except to the extent otherwise required by law, enter into certain amendments of this Agreement on behalf of the City as long as any such amendment does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer (**"Administrative Agreement Amendment"**), and shall not, except to the extent otherwise required by law, require notice or public hearing before the

parties may execute an amendment hereto. For purposes of this Section 7.02(a), the term “substantially affect” shall be evaluated in the context of the entire Project.

(b) Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, whether done administratively or not, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by both parties.

(c) Amendment Limitations. In consideration of the scope of the benefits to City set forth in this Agreement, any amendment to this Agreement shall only be subject to such new terms and conditions, including new exactions or other obligations, as are reasonably related to the impacts on City directly attributable to such amendment.

ARTICLE VIII ASSIGNMENT, TRANSFER AND NOTICE

Section 8.01 **Assignment of Interests, Rights and Obligations.** Developer may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to third parties acquiring an interest or estate in the Project or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities.

Section 8.02 Transfer Agreements.

(a) In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to an affiliated party, any deed of trust beneficiary or mortgagee, or a “Non-Assuming Transferee” (as defined in Section 8.03), Developer and the transferee shall enter into a written agreement (a “**Transfer Agreement**”) regarding the respective interests, rights and obligations of Developer and the transferee in and under the Agreement, the Project Approvals, and the Subsequent Approvals. Such Transfer Agreement may (i) release Developer from obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being transferred or assigned, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations, (ii) transfer to the transferee vested rights to improve that portion of the Project being transferred and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment.

(b) Any Transfer Agreement shall be binding on Developer, City and the transferee and, unless otherwise provided for in Section 8.03 of this Agreement, shall require the City’s prior written consent, which consent shall not be unreasonably withheld. Failure by City to respond within thirty (30) days of a written request by Developer for City’s consent shall be deemed City’s approval of the Transfer Agreement in question. City may refuse to give its consent only if, in light of the proposed transferee’s reputation and financial resources, such transferee would not in City’s reasonable determination be able to perform the obligations proposed to be assumed by such transferee. Such determination shall be made by the City Manager and is appealable to the City Council. In no event, however, shall City refuse to give its consent to a proposed transferee pursuant to this Section 8.02(b) if

such transferee has a net worth of at least Ten Million Dollars (\$10,000,000) documented in a manner reasonably acceptable to City. Upon recordation of any Transfer Agreement in the Official Records of Contra Costa County, Developer shall automatically be released from those obligations assumed by the transferee therein.

(c) Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person.

Section 8.03 **Non-Assuming Transferees.** Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor City's consent shall be required in connection with (a) any single residential parcel conveyed to a purchaser, (b) any property transferred as fewer than ten (10) lots to a single retail builder or (c) any property that has been established as one or more separate legal parcels for office, commercial, open space, park, school or other nonresidential uses. The transferee in such a transaction and its successors ("**Non-Assuming Transferees**") shall be deemed to have no obligations under this Agreement but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term. Nothing in this Section 8.03 shall exempt any property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval.

Section 8.04 **Notice of Compliance Generally.** Subject to City's finding that the facts contemplated by clauses (a) through (c) herein are true and accurate, within thirty (30) days following any written request which Developer may make from time to time, City shall execute and deliver to Developer (or to any party requested by Developer) a written "**Notice of Compliance**," in recordable form, duly executed and acknowledged by City, that certifies that (a) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications, (b) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default, and (c) any other information reasonably requested by Developer. City's failure to deliver such notice within such time period shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer shall have the right at Developer's sole discretion, to record the Notice of Compliance.

ARTICLE IX COOPERATION IN THE EVENT OF LEGAL CHALLENGE

Section 9.01 Cooperation.

(a) Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this

Agreement challenging the validity of the Agreement or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein.

(b) Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations by the Developer, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense.

(c) The parties agree that this Section 9.01 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.01, which shall survive such invalidation, nullification or setting aside.

Section 9.02 **Cure; Reapproval.**

(a) If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.01, all or any portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgment (a "**Judgment**") in such action or proceeding (based on procedural, substantive or other deficiencies, hereinafter "**Deficiencies**"), the parties agree to use their respective best efforts to sustain and reenact or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies relate to, as follows, unless the parties mutually agree in writing to act otherwise:

(i) If any Judgment requires reconsideration or consideration by City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgment invalidates or otherwise makes ineffective all or any portion of this Agreement or any Project Approval, or Subsequent Approval, then the parties shall cooperate and shall cure any Deficiencies identified in the Judgment or upon which the Judgment is based in a manner consistent with the intent of this Agreement and the Judgment. Upon the parties cure of such Deficiencies, City shall then take steps consistent with the Judgment necessary readopt or reenact this Agreement and any applicable Project Approval, Subsequent Approval, or any portion thereof.

(ii) Acting in a manner consistent with the intent of this Agreement or a Judgment includes, but is not limited to, recognizing that the parties intend that Developer may develop a sixty-two (62) unit multi-family residential project, and adopting such ordinances, resolutions, and other enactments, including but not limited to a general plan amendment, rezoning, vesting subdivision map approvals, development plan approvals, PD Plan approvals, design review, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, final development plans, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgment.

(b) The parties agree that this Section 9.02 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.02, which shall survive such invalidation, nullification or setting aside.

ARTICLE X

DEFAULT; REMEDIES; TERMINATION

Section 10.01 **Defaults**. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (the “**Complaining Party**”) (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. The Complaining Party’s notice (“**Default Notice**”) shall specify the nature of the alleged failure and, may specify the manner in which the failure satisfactorily may be cured by the other party (the “**Defaulting Party**”). Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then no fault shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable date following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than thirty (30) days after the Defaulting Party’s receipt of the Default Notice), the Defaulting Party provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within one hundred twenty (120) days after the Notice of Default is given. Complaining Party shall not send notice to any third party, including, but not limited to, bonding and surety companies, until such time as the cure opportunities set forth above have expired unless otherwise required by applicable law. Upon the occurrence of a default under this Agreement, the Complaining Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist, and the Complaining Party shall take no further action.

Section 10.02 **Termination.** If City elects to consider terminating this Agreement due to a material default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. As used herein, a finding of materiality shall be based on the effect of the default in relation to the size and scope of the Project. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter; provided, however, that if Developer files an action to challenge City's termination of this Agreement within such 60-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).

Section 10.03 **Periodic Review.**

(a) **Conducting the Periodic Review.** Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement. This review (the "**Periodic Review**") shall be conducted by the City Manager or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code § 65865.1. Developer also agrees to pay City annually the greater of Two Thousand Five Hundred Dollars (\$2,500) or the actual cost of Periodic Review Fee (not to exceed Ten Thousand Dollars (\$10,000)) for the first annual review and, for subsequent reviews, the Developer's obligation to pay annually shall be the greater of Two Thousand Five Hundred Dollars (\$2,500) or the actual cost of Periodic Review Fee (not to exceed Five Thousand Dollars (\$5,000)). The Two Thousand Five Hundred Dollars (\$2,500) shall be increased annually thereafter by the CPI for the San Francisco Oakland Area, with the first increase implemented in January 2019 reflecting 2018 increases. Such Periodic Review Fee shall only be paid in the years in which a Periodic Review is actually conducted.

(b) **Notice.** At least ten (10) days prior to the Periodic Review, and in the manner prescribed in **Article XII** of this Agreement, City shall deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer's performance hereunder. Developer shall be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the City Manager.

(c) **Good Faith Compliance.** During the Periodic Review, the City Manager shall review Developer's good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager shall be appealable to the City Council. If the City Manager finds and determines that Developer has not complied with such terms and conditions, the City Manager may recommend to the City Council that it terminate or modify this Agreement by

giving notice of its intention to do so, in the manner set forth in California Government Code §§ 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally by Developer and City.

(d) Failure to Properly Conduct Periodic Review. If, after thirty (30) days following Developer's notice requesting a Periodic Review, City fails to initiate the Periodic Review, such failure shall be conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement.

(e) Written Notice of Compliance. With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within thirty (30) days following a written request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer's sole discretion, to record such notice of compliance.

Section 10.04 Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting State or Federal laws or regulations, or judicial decisions. Neither party shall be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, the Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are due to Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project and unrelated to Developer's actions or inactions and beyond Developer's control. Upon the properly noticed request of either party hereto, as required by Section 12.09, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be set forth in writing. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon in writing.

Section 10.05 Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.

Section 10.06 California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Section 10.07 Resolution of Disputes. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. If the parties are then

unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or ninety (90) days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provisions of this Section 10.07 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. Nothing in this Section 10.07 shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings.

Section 10.08 Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and any related other costs incurred in that proceeding in addition to any other relief to which it is entitled.

Section 10.09 Default by City or Developer. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided herein and under law.

ARTICLE XI NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the parties hereto that unless otherwise expressly provided herein (a) the subject development is a private development; (b) City have no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (c) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Project Approvals, Subsequent Approvals, and Applicable Law; and (d) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be

construed as creating any such relationship between City and Developer. The City agrees that Developer's obligations under this Agreement related to the construction of Project water, sewer and drainage infrastructure improvements, the grading and construction of traffic improvements, and the grading and construction of any other public improvements (collectively, the "**Public Improvements**") are all public works of improvement the City is requiring as a condition of regulatory approval of the Project and that the Project is an otherwise private development. The City further agrees that it will contribute no more money, or the equivalent of money, to the overall Project than is required to construct the Public Improvements and that City maintain no proprietary interest in the overall Project.

ARTICLE XII MISCELLANEOUS

Section 12.01 **Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

Section 12.02 **Enforceability.** City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code § 65866. In the event of any conflict between the provisions of this Agreement and Applicable Law, the Project Approvals or any Subsequent Approval, this Agreement shall prevail.

Section 12.03 **Findings.** City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.

Section 12.04 **Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.

Section 12.05 **Other Necessary Acts.** Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 12.06 **Construction**. Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

Section 12.07 **Other Miscellaneous Terms**. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.

Section 12.08 **Covenants Running with the Land**. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code § 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Project Site and is binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property.

Section 12.09 **Notices**. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by fax (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to City, to: City Manager
City of Pittsburg
Civic Center
65 Civic Avenue
Pittsburg, CA 94565-2830

With Copies to: Ruthann G. Ziegler
City Attorney
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

If to Developer, to: Albert D. Seeno, III
Sunnyside Pittsburg, LLC
4061 Port Chicago Hwy., Ste. H
Concord, CA 94520

With Copies to: Sunnyside Pittsburg, LLC
Attn: Legal Department
4021 Port Chicago Hwy.
Concord, CA 94520

Section 12.10 **Entire Agreement, Counterparts and Exhibits**. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of twenty-seven (27) pages and four (4) exhibits, which constitute in full the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of any provisions of this Agreement shall be in writing and

signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

EXHIBIT A - Legal Description
EXHIBIT A-1 - Project Site Diagram
EXHIBIT B - Applicable Fees

Section 12.11 **Recordation of Development Agreement.** Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement, or Memorandum thereof, in the Official Records of the County of Contra Costa. The parties agree to cooperate as to preparation, execution, and recording of a Memorandum hereof.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the day and year first above written.

CITY:

CITY OF PITTSBURG,
a California municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

DEVELOPER:

SUNNYSIDE PITTSBURG, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE:

Parcel 1, as shown on Parcel Map MS 676-03, filed August 14, 2004, in Book 191 of Parcel Maps at Pages 3 and 4, Contra Costa County Records.

PARCEL TWO:

An appurtenant easement for utilities as disclosed by that certain document entitled "Final Order of Condemnation" recorded February 26, 2003 as instrument No. 2003-090215 of Official Records, together with any amendment or modification recorded therewith.

PARCEL THREE:

Easements created in reference to Parcel One, above, in the deed from Pittsburg Partners, LLC, recorded December 10, 2004 in Official Records, under Recorder's Series No. 2004-474318, for 1) "10-foot wide water line easement", 2) "10-foot wide sanitary sewer easement", and 3) "ingress and egress easement", over those portions of Parcel 1, Map of Subdivision 8587, filed November 14, 2002, Map Book 449, Page 13, Contra Costa County Records, more particularly described in said deed (2004-474318).

APN: 073-190-033

EXHIBIT A-1 **PROJECT SITE DIAGRAM**

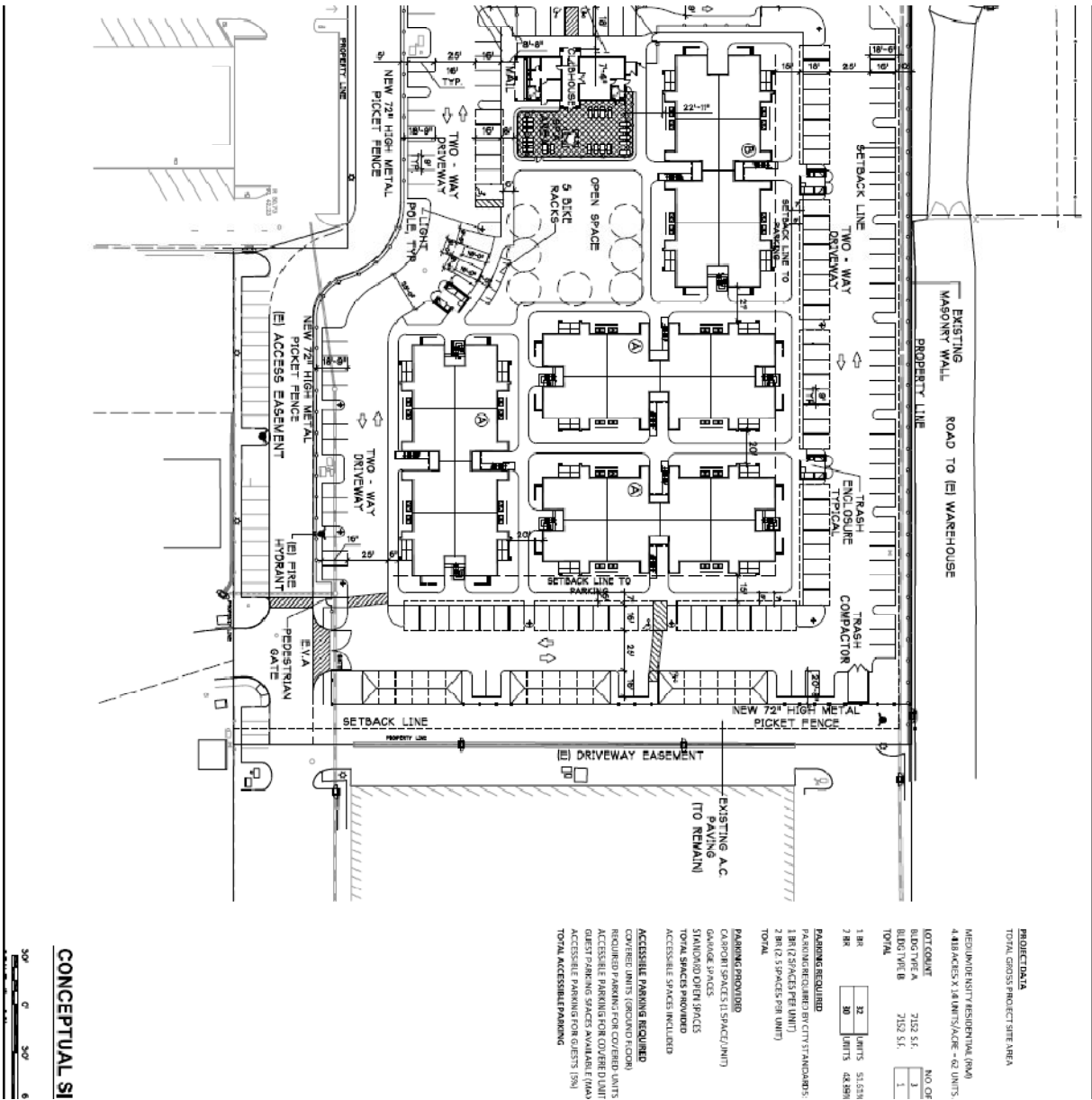


EXHIBIT B

APPLICABLE FEES

Building Division	
Fee Description	
Permits:	
1	Building Permit Fee Minimum
1	Building Permit Fees (Alterations and Repairs)
2	Building Permits Fees (New Commercial)
3	Building Permits Fees (New Industrial)
4	Building Permits Fees (New SFR Dwellings)
5	Building Permits Fees (New SFR Private Garages)
6	Building Permits Fees (New SFR decks / porches)
Above SFR valuation calculation to remain constant. Table B to be adjusted by the prior year ENR 20-City Construction Cost Index every January 1st.	
7	Reroof (Residential)
8	Reroof (Commercial)
All Inclusive Permit Fees:	
9	All Inclusive Permit Fees (Kitchen Alteration)
10	All Inclusive Permit Fees (Bathroom Alteration)
11	All Inclusive Permit Fees (Bathroom Alteration Each Additional)
12	All Inclusive Permit Fees (Window Replacement 1-5)
13	All Inclusive Permit Fees (Window Replacement >5)
14	All Inclusive Permit Fees (Window Replacement)
15	Plumbing Fee (Primary)
16	Plumbing Fee (Supplemental)
17	Water Heater Replacement
18	Re-piping - Supply Lines
19	Sewer Line Repair/Replace
20	Seismic Gas Valve

21	Electrical Fee (Primary)
22	Electrical Fee (Supplemental)
23	Electrical Service Upgrade – (200 amps or <)
24	Electrical Service Upgrade – (> 200 amps)
25	New Service (Pedestal)
26	Temporary Power
27	Mechanical Fee (Primary)
28	Mechanical Fee (Supplemental)
29	Furnace Change Out or New (100,000 btu or <)
30	AC New or Change Out
31	Furnace Change Out (100,000 btu or <) w/ AC
32	Furnace Change Out (>100,000 btu)
33	Insulation/ Energy Fee Per New Construction > 500 sf.
34	Swimming Pool Permit (Residential Fee)
35	Swimming Pool Permit (Commercial Fee)
36	Sign Permit (New Installation)
37	Sign Replacement (Channel Signage)
38	Sign Replacement (Channel Signage)
39	Sign Replacement (Monument Signage)
40	Sign Replacement (Projecting Signage)
41	Sign Replacement (Transom Signage)
42	Sign Replacement (Freestanding Signage)
43	Demolition (Residential)
44	Demolition (Commercial)
45	Moved Building Permit / Manufactured Home
46	Residential Photovoltaic Permit
47	Commercial Photovoltaic Permit
Plan Review Fees:	
48	Building Plan Review Fee

49	Expedited Plan Review
50	Foundation Only
51	Review In Excess of (2)
52	Fire and Termite Repair w/ Scope of Work
53	Energy Plan Review Fee (Commercial - New Construction)
54	Energy Plan Review Fee (Residential - New Construction)
55	Energy Plan Review Fee (Residential - Development Model)
56	Plumbing Plan Review Fee
57	Electrical Plan Review Fee
58	Mechanical Plan Review Fee
59	Swimming Pool Plan Review Fee (Custom)
60	Swimming Pool Plan Review Fee (Standardized Plans and Calculations)
61	Over Counter Plan Review Fee
62	Production Housing - Plan Review Fee
Residential Rental Property Inspection Fee Schedule:	
63	Initial Annual Inspection Fee and Registration Fee
64	Annual Program Fee
65	Annual Program Fee Completed Electronically (On Line)
An initial verification inspection is conducted at the first time a property is placed into inventory. A renewal inspection is conducted each year thereafter or on the fourth year for properties that are self-inspected by the owner.	
Additional Inspection Fees:	
66	Building
67	Plumbing, Electrical, Mechanical, etc.
68	Requested Special Inspection
69	Code Compliance Permit (Residence)
70	Code Compliance Permit (Commercial)
71	Code Compliance Permit (Work without a permit)
72	Code Compliance Permit (Reinstate Expired Permit - Final Inspection Only)
73	Code Compliance Permit (Reinstate Expired Permit - Second Inspection due to corrections)

74	Code Compliance Permit (Reinstate Expired Permit - Inspections beyond final remaining)
75	Garage Conversion
Administrative Fees:	
76	Fire Protection Collection Fee
77	Fire District Facilities Admin Fee (Single Family)
78	Fire District Facilities Admin Fee (Multi-Family)
79	Fire District Facilities Admin Fee (Office)
80	Fire District Facilities Admin Fee (Commercial)
81	Fire District Facilities Admin Fee (Industrial)
Other Fees:	
82	Water Meter – Purchase
83	Construction Water – pre-metered internal use
84	Copies
85	Document Imaging Fee (Subdivisions = BP Models Only)
86	Document Imaging Fee (Building Permit Fee)
87	Accessibility Fee (Non-Res Building Permit Fee)
88	NPDES Management Fee (Building Permit Fee)
89	Release of Tax Lien
90	Postage / Handling – Permits
91	Inspection outside of normal business hours
92	Re-inspection Fee
93	Inspections for which no fee is specifically indicated
Building Standards Administration Fee	
94	Permit Valuation - \$1 - \$25,000
95	Permit Valuation - \$25,001 - \$50,000
96	Permit Valuation - \$50,001 - \$75,000
97	Permit Valuation - \$75,001 - \$100,000
98	Every \$25,000 or fraction thereof above \$100,000
Strong Motion Instrumental and Seismic Hazard Mapping	

99	Category 1 (Residential 1 - 3 stories Building Permits over \$5,000)
100	Category 2 (Commercial and Residential over 3 stories Building Permits over \$2,381)
101	Category 1 Permits under \$5,000 and Category 2 Permits under \$2,381

Building Division Table I	
Plumbing Permit Fees - C.P.C.	
Permit Issuance	
1	Filing Fee
2	Filing Fee (Supplementary)
Plan Review	
1	Plan review fees for plumbing work shall be equal to 100% of Plumbing Permit
2	Additional plan review required by changes, additions or revisions to approved plans shall be assessed hourly
3	When plan check goes beyond a second review the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee.
System Fee Schedule	
1	Residential construction (SFR and MFR > 500 sq. ft.
2	Commercial construction - Complete Building
3	Commercial construction - Shell only
4	Commercial construction - Vanilla Shell only
5	Commercial construction - Tenant Improvement
6	Commercial construction - Tenant Improvement (Restaurant)
7	Alterations or Additions residential and commercial
8	Trade Specific (Plumbing Only)
Other Inspection And Fees	
1	Inspection outside of normal business hours
2	Re-inspection Fee
3	Inspections for which no fee is specifically indicated

Building Division Table II	
Electrical Permit Fees - C.E.C.	
Permit Issuance	
1	Filing Fee
2	Filing Fee (Supplementary)
Plan Review	
1	Plan review fees for electrical work shall be equal to 100% of Electrical Permit
2	Additional plan review required by changes, additions or revisions to approved plans shall be assessed hourly
3	When plan check goes beyond a second review the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee.
System Fee Schedule	
1	Residential construction (SFR and MFR > 500 sq. ft.
2	Commercial construction - Complete Building
3	Commercial construction - Shell only
4	Commercial construction - Vanilla Shell only
5	Commercial construction - Tenant Improvement
6	Commercial construction - Tenant Improvement (Restaurant)
7	Alterations or Additions residential and commercial
8	Trade Specific (Electrical Only)
Other Inspection And Fees	
1	Inspection outside of normal business hours
2	Re-inspection Fee
3	Inspections for which no fee is specifically indicated

Building Division Table III	
Mechanical Permit Fees - C.M.C.	
Permit Issuance	
1	Filing Fee
2	Filing Fee (Supplementary)
Plan Review	
1	Plan review fees for electrical work shall be equal to 100% of Mechanical Permit
2	Additional plan review required by changes, additions or revisions to approved plans shall be assessed hourly
3	When plan check goes beyond a second review the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee.
System Fee Schedule	
1	Residential construction (SFR and MFR > 500 sq. ft.
2	Commercial construction - Complete Building
3	Commercial construction - Shell only
4	Commercial construction - Vanilla Shell only
5	Commercial construction - Tenant Improvement
6	Commercial construction - Tenant Improvement (Restaurant)
7	Alterations or Additions residential and commercial
8	Trade Specific (Mechanical Only)
Other Inspection and Fees	
1	Inspection outside of normal business hours
2	Re-inspection Fee
3	Inspections for which no fee is specifically indicated

Planning	
Fee Description	
1	Document Copies
2	Accessory Dwelling Unit
3	Annexation Review
4	Appeal - By Applicant
5	Appeal - By Non-applicant
6	Certificate of Compatibility (mobile/manufactured houses)
7	Design Review (administrative, awnings, color change)
8	Design Review (all other administrative)
9	Design Review - SFR Subdivision 5-50 Lots
10	Design Review - SFR Subdivision >50 lots
11	Design Review - MFR Base Fee 1-50 units
12	Design Review - MFR 50+
13	Design Review - New Wireless Telecomm. Facility & Comm. Bldg. Remodel <5k s.f.
14	Design Review - Commercial Structure
15	Development Agreements
16	Environmental - Consultant Study (Pass Through)
17	Environmental – EIR (Pass Thru)
18	Environmental –Initial Study or Environmental Assessment
19	Environmental - Negative Declaration
20	Environmental - Notice of Determination (Pass Thru)
21	Environmental - F&G w/ND/no impacts (Pass Thru)
22	Environmental - F&G w/ND +impacts (Pass Thru)
23	Extension of Approval
24	Fence Height Exception/Tree Removal Permit
25	General Plan Amendment (alone)

26	General Plan Amendment (w/others)
27	Habitat Conservation Plan Administration
28	Home Occupation Permit
29	Commercial/Retail Permit
30	Outdoor Dining Permit
31	Preliminary Plan Review
32	Sign Review - Freestanding (Admin)
33	Sign Review - Wall Sign (Admin)
34	Sign Review - Sign Program
35	Sign Review - Sign Exception
36	Sign Review - Temporary Signs
37	Sign Review - Billboard
38	Subdivision Minor
39	Subdivision Major - Base Fee 1-100 acres
40	Subdivision Major - Base Fee >100 acres
41	Rezoning Request - PUD/Overlay
42	Rezoning Request - Standard Zone
43	Temp Activity Permit
44	Use Permit - Existing Bldg. & Non-sensitive
45	Use Permit - New Const. and/or Sensitive
46	Variance Review – Standard
47	Zoning Administrator Approval (large day care home, small recycling facility, home occupation permit, telecommunications collocation)
48	Zoning Code Amendment
49	Zoning Compliance Letter
Planning Document Charges:	
50	General Plan
51	General Plan Map
52	Zoning Maps
53	Zoning Ordinance

54	Penalty of Returned Checks
55	Housing Element
56	Subdivision Ordinance
57	Adopted Design Review Guidelines
58	General Plan Update EIR
59	General Plan Update

Engineering	
Fee Description	
1	Copies
2	Documents (36" wide paper)
3	Document (18" wide paper)
4	Construction Bid Packages
5	Parcel Map Waiver
6	Minor Subdivision Map Check
7	Major Subdivision Map processing fee - Base Fee
8	Subdivision Improvement Plan Check
9	Subdivision Improvement Inspection (\$0-\$500k)
10	Subdivision Improvement Inspection (\$500,001 - \$5M)
11	Subdivision Improvement Inspection (> \$5 million)
12	Encroachment Plan Check - Simple
13	Encroachment Inspection - Simple
14	Encroachment Permit Plan Review
15	Encroachment Permit Inspection
16	Grading Plan Review
17	Grading Inspection
18	Development Agreement Preparation
19	Right-of-Way Easement Aband/Vac
20	Address Change/New Add.
21	Street Name Change
22	Flood Zone Verification
23	Transportation Permit (2-day permit)
24	Transportation Permit (Annual)
25	Plan Check - Single Parcel (SF)
26	Inspection - Single Parcel (SF)
27	Plan Check - Single Parcel (MF)
28	Inspection - Single Parcel (MF)

29	Plan Check - Single Parcel (Acreage)
30	Inspection - Single Parcel (Acreage)
31	Final Map Mylar Deposit
32	As Built Mylar Deposit
33	Sewer Inspection Deposit
33A	Storm Drain Inspection Deposit
34	Geographical Information System (Residential - Base)
35	Geographical Information System (Commercial)
NPDES Plan Review (SWPPP and/or C.3 Storm water Control Plan)	
36	10,000 sf to 1 acre or Risk Factor 1
37	>1 acre or Risk Factor 2 and 3
38	NPDES Inspection Risk Factor 1
39	NPDES Inspection Risk Factor 2 and 3
40	Work Without Permit Investigation
Engineering Document Charges	
41	Water Master Plan
42	Waste Water Master Plan
43	CIP (Capital Improvement Project)
44	Grading Erosion Sediment Ordinance
45	City's Specs and Details (Pkg. of 2)
46	City's Specs (Pkg. of 1)
47	City's Detail (Pkg. of 1)
Impact Fees	
48	Water Connection (Facility Reserve Fee)
49	Sewer Connection (Facility Reserve Fee)
50	Regional Traffic Mitigation Fee
51	Pittsburg Traffic Mitigation Fee
52	In-Lieu Parkland Dedication Fee

Public Works - Water Service Charges

Fee Description	
1	New Utility Account Set-up
2	Meter Shut Off/Meter Turn On
3	Meter Shut Off (Meter locked)/Meter Turn On
4	Meter Shut Off (Meter pulled)/Meter Turn On
5	Meter Tampering fee (No active account)
6	After hours turn-ons
7	Verify meter reads
8	Fire hydrant meter - check or field read
9	Field test - water meter (up to and including 2" - from front hose bib)
10	Remove and test - water meter: 5/8" to 1"
11	Remove and test - water meter: 1 1/2" to 2"
12	Test - water meter > 2" and all others not listed
13	Sewer Back-up (customer's lateral)
14	Bacteriological Testing - first
15	Bacteriological Testing - additional
16	New Hydrant Account Set-up
17	NSF
18	ACH Reject
19	Credit Card Fraud
20	Write-off/Collection Processing
21	Meter Replacement
22	Trip Charge

2920023.2

Attachment 3

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Approving: 1) Plans to	)	RESOLUTION NO. 18-_____
Construct a 62-Unit, Two-Story Apartment	)	
Complex; 2) a Fence Height Exception;	)	
and 3) a Freestanding Monument Sign for,	)	
"Edgewater Apartments, AP-17-1228 (DR,	)	
FE, SR)."_____	)	

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, on February 17, 2017, Kris Kamerzell of Discovery Builders, Inc., filed Development Agreement, Design Review, Fence Height Exception, and Sign Review Application No. 17-1228, requesting approval of a development agreement and plans to construct a 62-unit, two-story apartment complex on a vacant, 4.42-acre parcel located along the east side of Carion Court, across from Martin Luther King Jr. Junior High School. The applicant is also requesting approval of a fence height exception to establish a six-foot tall fence within the required front yard and an approximately five and one-half-foot-tall freestanding monument sign at the entrance of the project. The property is within the RM (Medium Density Residential) District. Assessor's Parcel Number: 073-190-033.

WHEREAS, on September 16, 2013, the City Council adopted Resolution No. 13-12039, adopting a mitigated negative declaration (MND) and mitigation monitoring program, and amending the General Plan Land Use designation of the 4.4-acre project site from *Business Commercial* to *Medium Density Residential*.

WHEREAS, on October 21, 2013, the City Council adopted Ordinance No. 13-1378, re-zoning the subject site from CS-O (Service Commercial with an Overlay) to RM District.

WHEREAS, pursuant to PMC section 17.16.100, an applicant may request that two or more applications for separate discretionary approvals requested or required in conjunction with a project be consolidated.

WHEREAS, the proposed project is governed by the applicable goals and policies of the Pittsburgh General Plan, the Pittsburgh Municipal Code (PMC), and the City's Design Review and Development Guidelines adopted by Planning Commission through Resolution No. 9864.

WHEREAS, On January 23, 2018, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10085, recommending City Council approval of the project in its entirety, including: 1) a development agreement; 2) design review of plans to construct a 62-unit, two-story apartment complex on a vacant, 4.42-

acre parcel; 3) a fence height exception to establish a six-foot tall fence within the required front yard; and 4) an approximately five and one-half-foot-tall freestanding monument sign at the entrance of the project, subject to conditions.

WHEREAS, on March 5, 2018, the City Council held a duly noticed public hearing and introduced and waived further reading of an ordinance approving a development agreement.

WHEREAS, on March 19, 2018, the City Council adopted Ordinance No. 18-1441, approving a development agreement. This ordinance will become effective on April 18, 2018.

WHEREAS, this project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 32, "In-Fill Development Projects" of the state CEQA Guidelines, section 15332.

WHEREAS, on or prior to March 9, 2018, in accordance with Government Code section 65091, and PMC section 18.14.020 C and F, a "Notice of Public Hearing," for the March 19, 2018, public hearing on this item was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice.

WHEREAS, on March 19, 2018, the City Council held a duly-noticed public hearing to consider design review of architectural and landscape plans for the project, a fence height exception to establish a six-foot tall fence within the required front yard and an approximately five and one-half-foot-tall freestanding monument sign at the entrance of the project, at which time oral and/or written testimony was considered.

Section 1. Findings

A. Based on the City Council staff report entitled, "Consideration of a City Council Resolution Approving Design Review, Fence Height Exception, and Sign Review for the Edgewater Apartments, and Adoption of a City Council Ordinance Approving a Development Agreement, AP-17-1228 (DA, DR, FE, SR)," dated March 19, 2018, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

1. All recitals above are true and correct and are incorporated herein by reference.
2. This project is categorically exempt from the requirements of CEQA under

Class 32, "In-Fill Development Projects," of the state CEQA Guidelines, section 15332. In order to ensure significant negative effects related to traffic, noise, air quality, water quality, and utility and public services do not occur, the project (as proposed) includes the following components: 1) the developer will install a high visibility crosswalk and overhead pedestrian crossing sign with flashing beacons, extending from the project entrance to the school located across Carion Court; 2) all units will be provided heating and air conditioning so windows may be kept closed at the discretion of occupants, and all recommendations from the acoustical study prepared for the project will be incorporated into building and site design; 3) the developer will comply with Bay Area Air Quality Management District (BAAQMD) basic construction mitigation measures; and 4) the developer will reimburse the City for costs of completing a model/study to determine potential increases in wastewater flows, and increase pipe sizes as needed. Additionally, the proposed development agreement will require the developer annex into community facilities districts to fund public safety, fire, and stormwater services.

Design Review:

3. The structures conform with good taste, good design and in general contribute to the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality, in that the proposed project features several architectural design elements intended to provide visual interest and break up large expanses of blank walls, including round river rock siding along the lower portion of the building and blue tile accents, as well as a fitness room. As part of the proposed development agreement, the project will also provide a minimum 1/4-mile pedestrian recreation trail within the proposed C.3 facility, which offers residents an additional recreational amenity.
4. The structures will be protected against exterior and interior noise, vibrations and other factors which may tend to make the environment less desirable, in that the developer has had a noise and vibration assessment prepared, which has specified measures that have been included as part of the proposed project to ensure acceptable interior and exterior noise levels are obtained, as applicable. In addition, the project includes heavy landscaping along the northern project boundary in order to provide an extra level of attenuation for noises coming from adjacent uses.
5. The exterior design and appearance of the structures are not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance. The proposed project features several architectural design elements intended to provide visual interest and break up large expanses of blank walls, including round river rock siding along the lower portion of the building and blue tile accents, as well as a fitness room.

6. The structures are in harmony with proposed developments on land in the general area, in that the proposed project utilizes a more neutral color palate which will allow the proposed development to harmonize and connect the various styles of existing development in the area.
7. The project will conform with the city adopted Development Review Design Guidelines (DRDGs), specifically sections I.a, I.I, II.h, III.b, VI.C.1, VI.C.3, VI.C.4, and VI.C.7, if conditions are added to require: 1) the developer install faux stone building treatments on all sides of the clubhouse below the decorative stucco trim piece, and that all trim details be extended to all adjacent sides of the building or architectural features to which they are attached; 2) air conditioning units and other utilities be undergrounded or substantially screened from public view; 3) all carports visible from the public right-of-way or the commercial center to the south be designed with a pitched roof and finished with roofing materials similar to those used on the main dwelling units; 4) rewiring for solar panels is provided on all new carports and garage roofs; and 5) installation of a high-visibility crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School.

Fence Height Exception:

8. The proposed fence will not infringe upon the light, air circulation, or visual openness of the subject property or surrounding properties, in that the fence structure will be comprised of six-foot tall visually permeable panels of 3/4-inch metal tubular steel pickets with 4-inch spacing between, allowing light and air to pass through, and will provide visual openness between the apartments and the street. Additionally, the proposed fence for which the exception is requested will not be adjacent to any other properties, and will therefore not infringe upon the light, air circulation, or visual openness of surrounding properties.
9. The proposed fence, as designed, will not detract, impair or destroy the characteristics of the established area, in that the proposed fence being legalized as part of this approval is existing, and will be aesthetically-enhanced through the installation of landscaping along the interior side of the fence.
10. The proposed fence will not be detrimental to the health, safety, or welfare of persons residing or working in or adjacent to the area or neighborhood of such structure, in that the height and placement of the fence will deter trespassers from entering the property and engaging in illegal activity. The visually open style of the fence structure will also deter graffiti, as it cannot easily be applied to open surfaces. In addition, the open design of the fence will facilitate "eyes on the street," thereby promoting the health,

safety and welfare of those citizens occupying the dwellings on site, as well as pedestrians in the general vicinity.

Sign Review:

11. The proposed freestanding sign is appropriate for this location in that the sign is intended to identify the proposed apartment complex and marks the main entry point to visitors and residents. In addition, the proposed monument sign is consistent with DRDG section II.a, which calls for entry monuments for new residential uses, as appropriate.
12. The proposed freestanding sign has been attractively designed and adequately engineered, and a condition of approval will require the final design of the sign not exceed the maximum height or sign area requirements for the particular land use and location.
13. The proposed freestanding sign will be located in a permanently maintained landscaped area, will not encroach into the public right-of way, and will not be located in an area that will create sight distance problems.

Section 2. Decision

Based on the findings and the authority set forth above, the City Council hereby approves Planning Application No. 17-1228 (DR, FE, SR), subject to the conditions as presented below:

1. The project shall be constructed in substantial conformity with the project plans date stamped August 25, 2017, except as hereinafter may be modified.
2. As specified within the development agreement for the project, Developer shall participate in the Crime Free Multi-Housing Program offered by the Pittsburg Police Department.
3. As specified within the development agreement for the project, all renters shall sign a disclosure acknowledging the types of industry that exist in the immediate area, and that fact that those or similar industries will potentially continue operating as they have in perpetuity. The final disclosure language shall be submitted to the Planning Division for review and comment by the City Attorney prior to issuance of a building permit. The developer shall agree to reimburse the City for all costs associated with the City's review of all waivers and/or acknowledgments.

Design Review:

4. The site shall be kept clean and free of all litter, debris and refuse, and all landscaping on site shall be kept weed free and maintained in a healthy

condition.

5. The first-floor exterior of each proposed building shall be painted a different color than the second floor. Final color choices shall be approved by the Planning Division prior to the issuance of a building permit.
6. All downspouts shall be incorporated into the façade of the building.
7. Shrubs with a mature height of four feet or greater shall be planted at the base of each ground floor utility screen.
8. All guardrails shall be metal and finished in a black color. The final design shall be approved by the Planning Division prior to the issuance of a building permit.
9. All portions of the clubhouse below the stucco trim piece shall be finished with stone veneer, subject to review and approval by the Planning Division prior to the issuance of a building permit.
10. All base trim details (including brick or stone veneer or stucco pop-outs) shall extend to all adjacent sides of the building or architectural features to which they are attached.
11. Parking stalls along the west side of the clubhouse, adjacent to the width of the proposed entry drive off Carion Court, shall be eliminated and replaced with a landscaped planter. Final design of the parking and landscaped area shall be subject to approval by the City Engineering Division.
12. The proposed entry monument sign shall be sized to meet the requirements of Pittsburgh Municipal Code (PMC) Title 19. The final sign design and location of the entry monument sign shall be approved by the Planning Division prior to the issuance of a building permit.
13. The recesses of the proposed columns on either side of the monument sign shall contain inlay tiles matching the proposed sign face.
14. The turn-around shunt shall be modified to allow vehicles to complete a full U-turn. Final design of the shunt shall be subject to approval by the City Engineering Division.
15. The developer shall provide one additional trash enclosure along the eastern side of the proposed project, between the two northern-most garage buildings.
16. The access gate located near the southeast corner of the project site shall be made available Monday through Friday for tenant entry and exit between the hours of 7:00-9:00 a.m. and 1:00-4:00 p.m., at a minimum. The developer shall ensure signs are posted near the gate identifying the hours of gate operation.

17. All perimeter crosswalks installed throughout the project site shall be comprised of decorative pavers or stamped and colored concrete. The final design and of all crosswalks shall be subject to approval by the Planning Division prior to issuance of a building permit.
18. Decorative metal accent lighting shall be installed near each unit entry door and along the outside of the clubhouse and garages shall be decorative. Final design of the lighting fixtures shall be subject to review and approval by the Planning Division prior to the issuance of a building permit.
19. The developer shall provide a lighting and photometric plan showing the location, type, and design of all outdoor lighting including but not limited to exterior building lighting (fixed and freestanding), lights for pedestrian and/or automobile circulation, security, landscaping, and building accents. All pedestrian pathways throughout the site shall include pedestrian scale lighting fixtures not to exceed 15 feet in height, including concrete footings. Final pathway lighting design and placement shall be subject to review and approval by the Planning Division prior to installation.
20. Prior to issuance of a certificate of occupancy for each building, the developer shall install minimum six-inch high block style numbers at two points on each building façade for purposes of address identification. The numbers shall be in a color that is contrasting to the background surface to which they are adhered and shall be readily visible from the closest parking lot aisle.
21. A minimum of 10 bicycle parking spaces shall be provided for residents and/or guests. The bicycle rack(s) may be covered by a shelter. The design, color and proposed location of the racks shall be reviewed and approved by the Planning and Engineering Divisions prior to issuance of a building permit. One permanent wall mounted bike storage system shall be provided inside of each garage unit for use by residents.
22. The developer shall install a minimum of one bollard-style self-service bicycle repair station adjacent to the required bicycle parking facilities to allow residents to perform basic repairs and maintenance. The final location and design of the bicycle repair station shall be subject to review and approval by the Planning Division prior to installation.
23. The following carports shall be designed with a pitched roof and finished with roofing materials similar to those used on the main dwelling units:
 - a. The western-most carport along the northside of proposed Building B;
 - b. The carport directly south of the clubhouse and open space area;

- c. The carport closest to the proposed emergency vehicle access gate.
- 24. The developer shall install a minimum of two (2) electric vehicle charging stations, and prewiring for an additional 10 electric vehicle charging stations.
- 25. All carport roofs shall be equipped with prewiring for solar collector or photovoltaic panels.
- 26. All building roofs shall be equipped with prewiring for solar collector or photovoltaic panels.
- 27. All utility equipment, including utility boxes, transformers, meters, and junction boxes shall be undergrounded whenever possible (see Condition No. 63, below). All air conditioning units (in private and common areas) and utility equipment which cannot be undergrounded shall be substantially screened from view by way of a permanent screen or appropriately sized plant material (City of Pittsburgh DRDG II.h and III.a). The final method and design of the screening shall be reviewed and approved by the Planning and Engineering Divisions prior to issuance of an engineering or building permit.
- 28. The project shall incorporate the most recent acceptable best management practices for water-efficient landscape design, consistent with PMC section 18.84.310. Prior to issuance of a building permit, the developer shall submit a detailed landscaping and irrigation plan and other documentation as required by the state model water efficient landscaping ordinance or other local water efficient landscaping ordinance in effect at the time the developer applies for a building permit. Prior to issuance of the final certificate of occupancy, the developer shall complete and submit all certifications confirming that the landscaping and irrigation were installed in compliance with the approved detailed landscaping and irrigation plan, as required pursuant to the applicable ordinance in effect at the time the developer applies for a building permit.
- 29. All trash enclosures shall include a roof and gate constructed to city design standards, and shall be stucco-finished and painted to match the main apartment buildings and/or garages on site. Final design shall be subject to review and approval by the Planning Division prior to the issuance of a building permit.
- 30. All trash enclosures shall be sized in order to meet the requirements of Assembly Bill (AB) 341. Final design shall be subject to review and approval by the Planning Division prior to the issuance of a building permit.
- 31. Trash enclosures shall be constructed with a low berm at their entrances or its interior floor shall be sloped slightly so as to prohibit waste liquids from discharging out of the enclosure and entering a storm drain. Storm drains shall not be located within the drainage area of the enclosure.

32. The developer shall label all onsite storm drains with "No Dumping Drains to River" stencils or other medium and similar message approved by the Planning Division.
33. The project shall comply with the following Bay Area Air Quality Management District (BAAQMD) basic construction mitigation measures:
- a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
 - b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
 - c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
 - d. All vehicle speeds on unpaved roads shall be limited to 15 mph.
 - e. Building pads shall be laid immediately after grading unless seeding or soil binders are used.
 - f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage informing workers of this provision shall be provided for construction workers at all access points.
 - g. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
 - h. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.
34. High efficiency panel filters shall be installed in the HVAC systems in all of the residential units located within the proposed complex. Specifically, ASHRE Standard 52.2-certified air filters with a Minimum Efficiency Reporting Value (MERV) of 13 shall be installed to capture a significant portion of the diesel particulate matter thus minimizing the concentration of particulate matter and other air contaminants from inside the building. The management company shall

also provide documentation to all renters on the necessity for proper maintenance in changing the filters in accordance with manufacturer's recommendations and shall replace filters in each unit annually.

35. All units developed as part of this project shall be provided with heating and air conditioning so that windows may be kept closed at the discretion of occupants. All recommendations from the acoustical study prepared June 6, 2017, shall be incorporated into building and site design and submitted to the City for approval prior to issuance of a building permit.
36. To mitigate the potential hazards related to pedestrians crossing Carion Court and in accordance with recommendations set forth in the Safe Routes to Schools, a high visibility crosswalk and overhead pedestrian crossing sign with flashing beacons that shall be pedestrian-activated by an automatic detector or push button shall be installed from the project entrance to the school located across Carion Court. The final design and location of the crosswalk shall be determined by the City Engineer prior to issuance of a building permit.
37. The developer shall pay for the City's Consultant to prepare a model run/study analyzing the capacity of the downstream collection facilities and shall increase the pipe size(s) if required to accommodate the increased flows. The study shall be submitted to and approved by the City of Pittsburg Engineering Division. All upgrades and utility improvements shall be included on the Improvements Plans for the project, and shall be built by the developer prior to occupancy of the first dwelling unit in the project.

Development fees due payable to the Engineering Division:

38. Fifty percent (50%) of these total fees are to be paid with the initial submittal of plans and Engineer's Cost Estimate. These fees are based on the Engineer's estimated costs for site improvements and grading. The Improvement Plan Check fee is 6% of the cost of the improvements. The Grading Plan Check Fee is 2.5% of the cost for grading, or may be based upon cubic yards of earth disturbance. These initial payments will be credited towards the final fees as determined at the time of issuance of an engineering permit.
39. The developer shall pay the Improvement and/or Grading Inspection Fee(s) to the Engineering Division at when the Single Parcel Development Permit is issued. The current Improvement Inspection Fee is 5.75% of the estimated cost for improvements. The Grading Inspection Fee is 3% of the estimated cost of Grading. The Grading Inspection Fee may also be based upon an approved Engineer's Estimate of total cubic yards, according to the current schedule of Grading Fee Charges.
40. The developer shall pay the City of Pittsburg Facilities Reserve Charge (PMC Chapters 13.08, 13.12 and 13.24) (the "FRC") to the Engineering Division, for water

and sewer service in the amounts in effect when the developer obtains a Building Permit. The developer understands that the current FRC on file, effective August 20, 2005, shall be paid in accordance with the fee schedule approved by Resolution No. 05-10290, and amended by Resolution No. 12-11778, on February 21, 2012, a copy of which is available at the City. The FRC shall be paid to the Engineering Division prior to the issuance of a Building Permit.

41. The developer shall fulfill their financial obligations with regard to the Local Transportation Mitigation Fee (PMC Chapter 15.90) (the "LTMF"), in accordance with the provisions of the Memorandum of Understanding originally approved on January 19, 1993, amended on December 4, 2000, February 4, 2002, and June 4, 2003. The developer shall pay the LTMF when obtaining a building permit, or provide the City with bonds for LTMF at the rate in place at the time of Building Permit issuance. The developer understands that the LTMF currently on file is \$7,786 per single-family dwelling unit. The developer further understands that the LTMF is reviewed and adjusted annually to the current Construction Cost Index (CCI) and may be increased at the City Council's discretion based on revised cost estimates for roadway and transit facilities and other factors that demonstrate an increase is needed to offset traffic impacts caused by new development.
42. The developer shall pay the Pittsburgh Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.103) (the "PRTDIM") amount in effect when the developer obtains a Building Permit. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News-Record Construction Costs Index – San Francisco Bay Area between September 1 and September 1 of the preceding two calendar years. Fees shall be paid prior to issuance of a Building Permit. If no Building Permit is required, then the fees are payable in the amount in effect when the project commences pursuant to PMC Section 15.103.
43. The developer shall pay an In-Lieu Parkland Dedication Fee equivalent to providing 5 acres of park area per one thousand persons residing within the new development and shall be based on the fair market value of developed parkland, or as established with separate agreement as approved by the City Engineer. This fee is due payable prior to issuance of a Building permit.
44. The developer shall pay \$100 per residential dwelling unit for updating the City Geographic Information System (GIS) at the time the site development permit is issued.
45. If additional engineering studies are deemed necessary by the City Engineer, i.e. geotechnical, structural, hydraulic, etc., or expedited reviews are requested by the developer, the developer shall pay for all costs related to the extra work. The costs may include the preparation of special studies, additional staff time, and/or reviews of the special studies if studies are prepared by the developer's engineer.

Submittals to be made to the Engineering Division for review:

46. The developer shall submit to the City's Engineering Division, for review and comment, five (5) copies of the engineering plans, prepared by a registered civil engineer, to include but not be limited to the following:

- A Site Plan
- A Grading and Drainage Plan
- A Utilities Plan
- A Landscaping and Irrigation Plan
- An Erosion and Sedimentation Control Plan
- Offsite Improvements due to Project Impacts

47. The developer shall submit a current geotechnical report that supports the design features incorporated into this project including, but not limited to, grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections. The geotechnical report shall be submitted to the Engineering Division for review prior to the approval of any civil plans and issuance of the Site Development Permits.

General Engineering Conditions

48. All grading work shall be done in accordance with the provisions of Chapter 15.88 of the Pittsburg Municipal Code.

49. All site development shall comply with Title 12 (Streets, Sidewalks, and Utilities), Title 13 (Water and Sewers), and Title 15 (Buildings and Construction) of the Pittsburg Municipal Code as determined by the City Engineer. Issuance of a Site Development Permit will be required whereby specific engineering requirements will be made as conditions of approval.

50. All public and pedestrian facilities shall be designed in accordance with Title 24, Handicap Access, and the California Department of State Architect's standards for accessibility compliance.

General NPDES Conditions:

51. The developer shall incorporate long-term best management practices (BMP's) for the reduction or elimination of storm water pollutants. The project design shall incorporate wherever feasible, the following long term BMPs to limit pollutant generation, discharge, and runoff. Such source control design measures may

include:

- Incorporating landscaping that minimizes irrigation and runoff, promotes surface infiltration where possible, minimizes the use of pesticides and fertilizers, and incorporates appropriate sustainable landscaping practices;
- Providing covered trash, food waste, and compactor enclosures;
- Use pavers for walkways and other appropriate hardscape surfaces as an option to buyers to minimize impervious areas;
- Minimizing the amount of directly connected impervious surface area;
- Stenciling all storm drains with “No Dumping, Drains to Delta” permanent markings;
- Constructing concrete driveway weakened plane joins at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter; and/or
- Plumbing of the following discharges to the sanitary sewer, subject to Delta Diablo Sanitation District’s authority and standards: discharges from outdoor covered wash areas for vehicles, equipment, and accessories; and fire sprinkler test water, if discharge to onsite vegetated areas is not a feasible option.

52. The developer shall execute an agreement with the City regarding the construction of the off-site bioretention facility located to the north of the project site, at the end of Carion Court. Submittal of grading and/or building plans shall be consistent with the approved Stormwater Control Plan for the bioretention facility. The plans shall include drawings and specifications necessary to implement all measures in the approved Stormwater Control Plan. A copy of a completed “Construction Plan C.3 Checklist”, as described in the *Stormwater C.3 Guidebook, current edition* shall be included. Grading and/or building permits, shall not be issued until this condition is met to the satisfaction of the Engineering and Planning Divisions.

53. Site Development Plans (including structural, mechanical, architectural, grading, drainage, site, landscape, and other drawings) shall show the details and methods of construction for site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent stormwater control BMPs, and other features that control stormwater flow and potential for stormwater pollutants.

General Engineering Conditions Regarding Utilities:

54. The developer shall evaluate the existing, receiving storm, sewer, and water facilities for adequate capacity and provide the results to the City to identify any service or

supply problems. The cost for installation of additional facilities required to be constructed to accommodate the project shall be borne by the developer.

55. The design and construction of storm drain, water, and sewer facilities shall be in accordance with Section 17.28.020 of the Pittsburg Municipal Code.
56. The developer shall provide appropriate water service, adequately sized to meet the domestic and fire protection demands for the project.
57. The developer shall relocate portions of the existing waterlines which are currently located in the proposed bioretention facility.
58. The developer shall provide adequate backflow assembly for the project to protect the City's water conveyance system. Easements shall be provided to the City for maintenance of water service meters.
59. The developer shall provide appropriate sanitary sewer, adequately sized to accommodate the project's wastewater demand.
60. In accordance with PMC section 12.36.130, "Underground utilities for new construction," the developer shall ensure that all utility service laterals and equipment (including, but not limited to, electric, communication and cable television lines) installed in and for the purpose of supplying service to any other new construction or use shall be installed underground on the property to be served, and from the property to be served to the point of connection with the utility's distribution facilities, in accordance with utility filed rules as approved by the California Public Utilities Commission."

Landscaping Located Within the Public Right-of-Way:

61. The developer shall design the landscaping within the areas of public right of way in accordance with the provisions of Section 18.84.320 of the Pittsburg Municipal Code, and current standard details dated May 2007.

Additional Engineering Exactions:

62. The property owner shall deliver written approval in a manner acceptable to the Community Development Director, that the owner of the parcel is electing to annex the subject property into the 2005-1 Community Facilities District (CFD 2005-1) for Public Safety Services, prior to the issuance of any building or engineering permits. Community Facilities District 2005-1 is for Public Safety Services, and the fee will provide funding for an increase of police coverage in the area. The rate of the CFD 2005-1 fee is subject to City Council Resolution No. 05-10342.
63. The property owner shall deliver written approval in a manner acceptable to the Community Development Director, that the owner of the parcel is electing to annex the subject property into the 2007-01 Park Maintenance Community Facilities District

(CFD 2007-1), prior to the issuance of any building or engineering permits. Community Facilities District 2007-1 is for Park Maintenance. The rate of CFD 2007-1 fee is subject to City Council Resolution No. 07-10698.

64. The property owner shall deliver written approval in a manner acceptable to the Community Development Director, that the owner of the parcel is electing to annex the subject property into the 21017-1 Fire Facilities and Fire Safety and Emergency Services Community Facilities District (CFD 2017-1), prior to the issuance of any building or engineering permits. Community Facilities District 2017-1 is for Fire Facilities and Fire Safety and Emergency Services. The rate of the CFD 2017-1 fee is subject to City Council Resolution No. 17-13311.

Standard Conditions:

65. The developer shall comply with all the requirements of the Community Development Department, Contra Costa County Fire Protection District, Delta Diablo Sanitation District, and all other applicable local, state and federal agencies.
66. The Standard Conditions of Development as adopted by the Pittsburg Planning Commission by Resolution No. 8931 shall apply as conditions of approval for this project as applicable. Where there is conflict between the Standard Conditions of Development and the specific conditions of approval specified in this resolution, the specific conditions of this Resolution No. 10060 shall govern.
67. Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person challenging the validity of this project approval, subsequent project approval, or other action arising out of, or in connection with, this project approval. The parties shall cooperate in defending such action or proceeding. The parties shall use reasonable efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel at developer's sole cost and expense. Developer may select its own legal counsel to represent developer's interests at developer's sole cost and expense. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement to City on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent responding to and defending the claim, action or proceeding.
68. This design review approval will expire on March 19, 2021, unless a building permit or grading permit has been issued for purposes of construction of this project, or a written request for an extension is filed with the Planning Division prior to the expiration date and is subsequently approved by the Planning Commission. The approval shall be valid for no more than six months from the date of permit issuance, unless work is commenced and diligently pursued prior to the expiration of the permit

Section 3. Effective Date

This resolution shall take effect on the effective date of City Council Ordinance No.18-1441.

Section 4. Adoption

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of March, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwaine "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Recommending City Council	)	Resolution No. 10085
Approval of: 1) a Development Agreement;	)	
2) Plans to Construct a 62-Unit, Two-Story	)	
Apartment Complex; 3) a Fence Height	)	
Exception; and 4) a Freestanding	)	
Monument Sign for, "Edgewater	)	
Apartments, AP-17-1228 (DA, DR, FE,	)	
SR).")	)	

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

- A. On February 17, 2017, Kris Kamerzell of Discovery Builders, Inc., filed Development Agreement, Design Review, Fence Height Exception, and Sign Review Application No. 17-1228, requesting approval of a development agreement and plans to construct a 62-unit, two-story apartment complex on a vacant, 4.42-acre parcel located along the east side of Carion Court, across from Martin Luther King Jr. Junior High School. The applicant is also requesting approval of a fence height exception to establish a six-foot tall fence within the required front yard and an approximately five and one-half-foot-tall freestanding monument sign at the entrance of the project. The property is within the RM (Medium Density Residential) District. Assessor's Parcel Number: 073-190-033.
- B. On September 16, 2013, the City Council adopted Resolution No. 13-12039, adopting a mitigated negative declaration (MND) and mitigation monitoring program, and amending the General Plan Land Use designation of the 4.4-acre project site from *Business Commercial* to *Medium Density Residential*.
- C. On October 21, 2013, the City Council adopted Ordinance No. 13-1378, re-zoning the subject site from CS-O (Service Commercial with an Overlay) to RM District.
- D. The proposed project is governed by the applicable goals and policies of the Pittsburgh General Plan, the Pittsburgh Municipal Code (PMC), and the City's Design Review and Development Guidelines adopted by Planning Commission through Resolution No. 9864.
- E. Pursuant to PMC section 18.06.060, an applicant may request that two or more applications for separate discretionary approvals requested or required in conjunction with a project be consolidated.

- F. This project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 32, "In-Fill Development Projects" of the state CEQA Guidelines, section 15332.
- G. On Friday, January 12, 2018, in accordance with Government Code section 65091, and PMC section 18.14.020.C and F, a "Notice of Public Hearing," for the January 23, 2018, public hearing on this item was published in the East County Times; was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice.
- H. On January 23, 2018, the Planning Commission held a public hearing on Development Agreement, Design Review, Fence Height Exception, and Sign Review Application No. 17-1228, at which time oral and/or written testimony was considered.

Section 2. Findings

- A. Based on the Planning Commission Staff Report entitled, "Edgewater Apartments, AP-17-1228 (DA, DR)," and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the meeting, the Planning Commission finds that:
 - 1. All recitals above are true and correct and are incorporated herein by reference.
 - 2. This project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 32, "In-Fill Development Projects," of the state CEQA Guidelines, section 15332. In order to ensure significant negative effects related to traffic, noise, air quality, water quality, and utility and public services do not occur, the project (as proposed) includes the following components: 1) the developer will install a high visibility crosswalk and overhead pedestrian crossing sign with flashing beacons, extending from the project entrance to the school located across Carion Court; 2) all units will be provided heating and air conditioning so windows may be kept closed at the discretion of occupants, and all recommendations from the acoustical study prepared for the project will be incorporated into building and site design; 3) the developer will comply with Bay Area Air Quality Management District (BAAQMD) basic construction mitigation measures; and 4) the developer will reimburse the City for costs of completing a model/study to determine potential increases in wastewater flows, and increase pipe sizes as

needed. Additionally, the proposed development agreement will require the developer annex into community facilities districts to fund public safety, fire, and stormwater services.

Development Agreement:

3. The proposed development agreement is consistent with General Plan, specifically: policy 3-P-1, in that it requires the developer construct C.3 facilities within an off-site location to ensure adequate provision of public stormwater facilities and infrastructure; policies 3-P-16, 3-P-17, 4-P-83, 7-P-39, and 7-P-42, in that it requires the developer complete the sidewalk along the west side of Loveridge Road from California Avenue to the driveway of Praxair to allow additional pedestrian movement and the establishment of a bus stop; and policies 8-P-1, 8-P-2, and 8-P-11, in that it requires payment of fees to help the City meet its park and recreation facility standards.
4. The proposed development agreement will promote the public health, safety, and general welfare in that it requires the developer to: a) construct a minimum ¼-mile pedestrian trail within the stormwater basin at the northern end of Carion Court; b) pay to the City \$9,000 per year, for up to five years, to develop a bike share station near the project site; c) pay fees to finance unmet local and regional traffic improvement needs; d) construct or participate in the funding of offsite stormwater facilities; e) fund the installation of a camera surveillance system in the area; f) annex the project site into the City's Lighting and Landscaping District; g) annex the project site into the City's Community Facilities District (CFD) 2007-1 for park maintenance; h) annex the project site into the City's CFD 2016-1 for maintenance of stormwater facilities; and i) annex the project site into the City's CFD 2004-1 for police and other emergency services.

Design Review:

5. The structures conform with good taste, good design and in general contribute to the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality, in that the proposed project features several architectural design elements intended to provide visual interest and break up large expanses of blank walls, including round river rock siding along the lower portion of the building and blue tile accents, as well as a fitness room. As part of the proposed development agreement, the project will also provide a minimum 1/4-mile pedestrian recreation trail within the proposed C.3 facility, which offers residents an additional recreational amenity.
6. The structures will be protected against exterior and interior noise, vibrations and other factors which may tend to make the environment less

desirable, in that the developer has had a noise and vibration assessment prepared, which has specified measures that have been included as part of the proposed project to ensure acceptable interior and exterior noise levels are obtained, as applicable. In addition, the project includes heavy landscaping along the northern project boundary in order to provide an extra level of attenuation for noises coming from adjacent uses.

7. The exterior design and appearance of the structures are not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance. The proposed project features several architectural design elements intended to provide visual interest and break up large expanses of blank walls, including round river rock siding along the lower portion of the building and blue tile accents, as well as a fitness room.
8. The structures are in harmony with proposed developments on land in the general area, in that the proposed project utilizes a more neutral color palate which will allow the proposed development to harmonize and connect the various styles of existing development in the area.
9. The project will conform with the city adopted Development Review Design Guidelines (DRDGs), specifically sections I.a, I.I, II.h, III.b, VI.C.1, VI.C.3, VI.C.4, and VI.C.7, if conditions are added to require: 1) the developer install faux stone building treatments on all sides of the clubhouse below the decorative stucco trim piece, and that all trim details be extended to all adjacent sides of the building or architectural features to which they are attached; 2) air conditioning units and other utilities be undergrounded or substantially screened from public view; 3) all carports visible from the public right-of-way or the commercial center to the south be designed with a pitched roof and finished with roofing materials similar to those used on the main dwelling units; 4) prewiring for solar panels is provided on all new carports and garage roofs; and 5) installation of a high-visibility crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School.

Fence Height Exception:

10. The proposed fence will not infringe upon the light, air circulation, or visual openness of the subject property or surrounding properties, in that the fence structure will be comprised of six-foot tall visually permeable panels of 3/4-inch metal tubular steel pickets with 4-inch spacing between, allowing light and air to pass through, and will provide visual openness between the apartments and the street. Additionally, the proposed fence for which the exception is requested will not be adjacent to any other properties, and will therefore not infringe upon the light, air circulation, or visual openness of surrounding properties.

11. The proposed fence, as designed, will not detract, impair or destroy the characteristics of the established area, in that the proposed fence being legalized as part of this approval is existing, and will be aesthetically-enhanced through the installation of landscaping along the interior side of the fence.
12. The proposed fence will not be detrimental to the health, safety, or welfare of persons residing or working in or adjacent to the area or neighborhood of such structure, in that the height and placement of the fence will deter trespassers from entering the property and engaging in illegal activity. The visually open style of the fence structure will also deter graffiti, as it cannot easily be applied to open surfaces. In addition, the open design of the fence will facilitate "eyes on the street," thereby promoting the health, safety and welfare of those citizens occupying the dwellings on site, as well as pedestrians in the general vicinity.

Sign Review:

13. The proposed freestanding sign is appropriate for this location in that the sign is intended to identify the proposed apartment complex and marks the main entry point to visitors and residents. In addition, the proposed monument sign is consistent with DRDG section II.a, which calls for entry monuments for new residential uses, as appropriate.
 14. The proposed freestanding sign has been attractively designed and adequately engineered, and a condition of approval will require the final design of the sign not exceed the maximum height or sign area requirements for the particular land use and location.
 15. The proposed freestanding sign will be located in a permanently maintained landscaped area, will not encroach into the public right-of way, and will not be located in an area that will create sight distance problems.
- B. The staff report entitled, "Edgewater Apartments, AP-17-1228 (DA, DR)," dated January 23, 2018, is referenced hereto as additional support for the findings.

Section 3. Decision

Based on the findings set forth above, the Planning Commission hereby recommends City Council take the following actions:

- A. Adopt an ordinance approving a development agreement as substantially presented in Exhibit "A" of this resolution; and
- B. Adopt a resolution approving Design Review, Fence Height Exception, and Sign Review Application No. 13-932, subject to the following conditions:

1. The project shall be constructed in substantial conformity with the project plans date stamped August 25, 2017, except as hereinafter may be modified.
2. As specified within the development agreement for the project, Developer shall participate in the Crime Free Multi-Housing Program offered by the Pittsburgh Police Department.
3. As specified within the development agreement for the project, all renters shall sign a disclosure acknowledging the types of industry that exist in the immediate area, and that fact that those or similar industries will potentially continue operating as they have in perpetuity. The final disclosure language shall be submitted to the Planning Division for review and comment by the City Attorney prior to issuance of a building permit. The developer shall agree to reimburse the City for all costs associated with the City's review of all waivers and/or acknowledgments.

Design Review:

4. The site shall be kept clean and free of all litter, debris and refuse, and all landscaping on site shall be kept weed free and maintained in a healthy condition.
5. The first-floor exterior of each proposed building shall be painted a different color than the second floor. Final color choices shall be approved by the Planning Division prior to the issuance of a building permit.
6. All downspouts shall be incorporated into the façade of the building.
7. Shrubs with a mature height of four feet or greater shall be planted at the base of each ground floor utility screen.
8. All guardrails shall be metal and finished in a black color. The final design shall be approved by the Planning Division prior to the issuance of a building permit.
9. All portions of the clubhouse below the stucco trim piece shall be finished with stone veneer, subject to review and approval by the Planning Division prior to the issuance of a building permit.
10. All base trim details (including brick or stone veneer or stucco pop-outs) shall extend to all adjacent sides of the building or architectural features to which they are attached.

11. Parking stalls along the west side of the clubhouse, adjacent to the width of the proposed entry drive off Carion Court, shall be eliminated and replaced with a landscaped planter. Final design of the parking and landscaped area shall be subject to approval by the City Engineering Division.
12. The proposed entry monument sign shall be sized to meet the requirements of Pittsburg Municipal Code (PMC) Title 19. The final sign design and location of the entry monument sign shall be approved by the Planning Division prior to the issuance of a building permit.
13. The recesses of the proposed columns on either side of the monument sign shall contain inlay tiles matching the proposed sign face.
14. The turn-around shunt shall be modified to allow vehicles to complete a full U-turn. Final design of the shunt shall be subject to approval by the City Engineering Division.
15. The developer shall provide one additional trash enclosure along the eastern side of the proposed project, between the two northern-most garage buildings.
16. The access gate located near the southeast corner of the project site shall be made available Monday through Friday for tenant entry and exit between the hours of 7:00-9:00 a.m. and 1:00-4:00 p.m., at a minimum. The developer shall ensure signs are posted near the gate identifying the hours of gate operation.
17. All perimeter crosswalks installed throughout the project site shall be comprised of decorative pavers or stamped and colored concrete. The final design and of all crosswalks shall be subject to approval by the Planning Division prior to issuance of a building permit.
18. Decorative metal accent lighting shall be installed near each unit entry door and along the outside of the clubhouse and garages shall be decorative. Final design of the lighting fixtures shall be subject to review and approval by the Planning Division prior to the issuance of a building permit.
19. The developer shall provide a lighting and photometric plan showing the location, type, and design of all outdoor lighting including but not limited to exterior building lighting (fixed and freestanding), lights for pedestrian and/or automobile circulation, security, landscaping, and building accents. All pedestrian pathways throughout the site shall include pedestrian scale lighting fixtures not to exceed 15 feet in height, including concrete

footings. Final pathway lighting design and placement shall be subject to review and approval by the Planning Division prior to installation.

20. Prior to issuance of a certificate of occupancy for each building, the developer shall install minimum six-inch high block style numbers at two points on each building façade for purposes of address identification. The numbers shall be in a color that is contrasting to the background surface to which they are adhered and shall be readily visible from the closest parking lot aisle.
21. A minimum of 10 bicycle parking spaces shall be provided for residents and/or guests. The bicycle rack(s) may be covered by a shelter. The design, color and proposed location of the racks shall be reviewed and approved by the Planning and Engineering Divisions prior to issuance of a building permit. One permanent wall mounted bike storage system shall be provided inside of each garage unit for use by residents.
22. The developer shall install a minimum of one bollard-style self-service bicycle repair station adjacent to the required bicycle parking facilities to allow residents to perform basic repairs and maintenance. The final location and design of the bicycle repair station shall be subject to review and approval by the Planning Division prior to installation.
23. The following carports shall be designed with a pitched roof and finished with roofing materials similar to those used on the main dwelling units:
 - a. The western-most carport along the northside of proposed Building B;
 - b. The carport directly south of the clubhouse and open space area;
 - c. The carport closest to the proposed emergency vehicle access gate.
24. The developer shall install a minimum of two (2) electric vehicle charging stations, and prewiring for an additional 10 electric vehicle charging stations.
25. All carport roofs shall be equipped with prewiring for solar collector or photovoltaic panels.
26. All building roofs shall be equipped with prewiring for solar collector or photovoltaic panels.
27. All utility equipment, including utility boxes, transformers, meters, and junction boxes shall be undergrounded whenever possible (see Condition No. 63, below). All air conditioning units (in private and common areas) and utility equipment which cannot be undergrounded shall be

substantially screened from view by way of a permanent screen or appropriately sized plant material (City of Pittsburgh DRDG II.h and III.a). The final method and design of the screening shall be reviewed and approved by the Planning and Engineering Divisions prior to issuance of an engineering or building permit.

28. The project shall incorporate the most recent acceptable best management practices for water-efficient landscape design, consistent with PMC section 18.84.310. Prior to issuance of a building permit, the developer shall submit a detailed landscaping and irrigation plan and other documentation as required by the state model water efficient landscaping ordinance or other local water efficient landscaping ordinance in effect at the time the developer applies for a building permit. Prior to issuance of the final certificate of occupancy, the developer shall complete and submit all certifications confirming that the landscaping and irrigation were installed in compliance with the approved detailed landscaping and irrigation plan, as required pursuant to the applicable ordinance in effect at the time the developer applies for a building permit.
29. All trash enclosures shall include a roof and gate constructed to city design standards, and shall be stucco-finished and painted to match the main apartment buildings and/or garages on site. Final design shall be subject to review and approval by the Planning Division prior to the issuance of a building permit.
30. All trash enclosures shall be sized in order to meet the requirements of Assembly Bill (AB) 341. Final design shall be subject to review and approval by the Planning Division prior to the issuance of a building permit.
31. Trash enclosures shall be constructed with a low berm at their entrances or its interior floor shall be sloped slightly so as to prohibit waste liquids from discharging out of the enclosure and entering a storm drain. Storm drains shall not be located within the drainage area of the enclosure.
32. The developer shall label all onsite storm drains with "No Dumping Drains to River" stencils or other medium and similar message approved by the Planning Division.
33. The project shall comply with the following Bay Area Air Quality Management District (BAAQMD) basic construction mitigation measures:
 - a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.

- b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
 - c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
 - d. All vehicle speeds on unpaved roads shall be limited to 15 mph.
 - e. Building pads shall be laid immediately after grading unless seeding or soil binders are used.
 - f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage informing workers of this provision shall be provided for construction workers at all access points.
 - g. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
 - h. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.
34. High efficiency panel filters shall be installed in the HVAC systems in all of the residential units located within the proposed complex. Specifically, ASHRE Standard 52.2-certified air filters with a Minimum Efficiency Reporting Value (MERV) of 13 shall be installed to capture a significant portion of the diesel particulate matter thus minimizing the concentration of particulate matter and other air contaminants from inside the building. The management company shall also provide documentation to all renters on the necessity for proper maintenance in changing the filters in accordance with manufacturer's recommendations, and shall replace filters in each unit annually.
35. All units developed as part of this project shall be provided with heating and air conditioning so that windows may be kept closed at the discretion of occupants. All recommendations from the acoustical study prepared June 6, 2017, shall be incorporated into building and site design and submitted to the City for approval prior to issuance of a building permit.

36. To mitigate the potential hazards related to pedestrians crossing Carion Court and in accordance with recommendations set forth in the Safe Routes to Schools, a high visibility crosswalk and overhead pedestrian crossing sign with flashing beacons that shall be pedestrian-activated by an automatic detector or push button shall be installed from the project entrance to the school located across Carion Court. The final design and location of the crosswalk shall be determined by the City Engineer prior to issuance of a building permit.
37. The developer shall pay for the City's Consultant to prepare a model run/study analyzing the capacity of the downstream collection facilities and shall increase the pipe size(s) if required to accommodate the increased flows. The study shall be submitted to and approved by the City of Pittsburg Engineering Division. All upgrades and utility improvements shall be included on the Improvements Plans for the project, and shall be built by the developer prior to occupancy of the first dwelling unit in the project.

Development fees due payable to the Engineering Division:

38. Fifty percent (50%) of these total fees are to be paid with the initial submittal of plans and Engineer's Cost Estimate. These fees are based on the Engineer's estimated costs for site improvements and grading. The Improvement Plan Check fee is 6% of the cost of the improvements. The Grading Plan Check Fee is 2.5% of the cost for grading, or may be based upon cubic yards of earth disturbance. These initial payments will be credited towards the final fees as determined at engineering permit.
39. The developer shall pay the Improvement and/or Grading Inspection Fee(s) to the Engineering Division at when the Single Parcel Development Permit is issued. The current Improvement Inspection Fee is 5.75% of the estimated cost for improvements. The Grading Inspection Fee is 3% of the estimated cost of Grading. The Grading Inspection Fee may also be based upon an approved Engineer's Estimate of total cubic yards, according to the current schedule of Grading Fee Charges.
40. The developer shall pay the City of Pittsburg Facilities Reserve Charge (PMC Chapters 13.08, 13.12 and 13.24) (the "FRC") to the Engineering Division, for water and sewer service in the amounts in effect when the developer obtains a Building Permit. The developer understands that the current FRC on file, effective August 20, 2005, shall be paid in accordance with the fee schedule approved by Resolution No. 05-10290, and amended by Resolution No. 12-11778, on February 21, 2012, a copy of which is available at the City. The FRC shall be paid to the Engineering Division prior to the issuance of a Building Permit.

41. The developer shall fulfill their financial obligations with regard to the Local Transportation Mitigation Fee (PMC Chapter 15.90) (the "LTMF"), in accordance with the provisions of the Memorandum of Understanding originally approved on January 19, 1993, amended on December 4, 2000, February 4, 2002, and June 4, 2003. The developer shall pay the LTMF when obtaining a building permit, or provide the City with bonds for LTMF at the rate in place at the time of Building Permit issuance. The developer understands that the LTMF currently on file is \$7,786 per single-family dwelling unit. The developer further understands that the LTMF is reviewed and adjusted annually to the current Construction Cost Index (CCI) and may be increased at the City Council's discretion based on revised cost estimates for roadway and transit facilities and other factors that demonstrate an increase is needed to offset traffic impacts caused by new development.
42. The developer shall pay the Pittsburgh Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.103) (the "PRTDIM") amount in effect when the developer obtains a Building Permit. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News-Record Construction Costs Index – San Francisco Bay Area between September 1 and September 1 of the preceding two calendar years. Fees shall be paid prior to issuance of a Building Permit. If no Building Permit is required, then the fees are payable in the amount in effect when the project commences pursuant to PMC Section 15.103.
43. The developer shall pay an In-Lieu Parkland Dedication Fee equivalent to providing 5 acres of park area per one thousand persons residing within the new development and shall be based on the fair market value of developed parkland, or as established with separate agreement as approved by the City Engineer. This fee is due payable prior to issuance of a Building permit.
44. The developer shall pay \$100 per residential dwelling unit for updating the City Geographic Information System (GIS) at the time the site development permit is issued.
45. If additional engineering studies are deemed necessary by the City Engineer, i.e. geotechnical, structural, hydraulic, etc., or expedited reviews are requested by the developer, the developer shall pay for all costs related to the extra work. The costs may include the preparation of special studies, additional staff time, and/or reviews of the special studies if studies are prepared by the developer's engineer.

Submittals to be made to the Engineering Division for review:

46. The developer shall submit to the City's Engineering Division, for review and comment, five (5) copies of the engineering plans, prepared by a registered civil engineer, to include but not be limited to the following:
 - A Site Plan
 - A Grading and Drainage Plan
 - A Utilities Plan
 - A Landscaping and Irrigation Plan
 - An Erosion and Sedimentation Control Plan
 - Offsite Improvements due to Project Impacts
47. The developer shall submit a current geotechnical report that supports the design features incorporated into this project including, but not limited to, grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections. The geotechnical report shall be submitted to the Engineering Division for review prior to the approval of any civil plans and issuance of the Site Development Permits.

General Engineering Conditions

48. All grading work shall be done in accordance with the provisions of Chapter 15.88 of the Pittsburg Municipal Code.
49. All site development shall comply with Title 12 (Streets, Sidewalks, and Utilities), Title 13 (Water and Sewers), and Title 15 (Buildings and Construction) of the Pittsburg Municipal Code as determined by the City Engineer. Issuance of a Site Development Permit will be required whereby specific engineering requirements will be made as conditions of approval.
50. All public and pedestrian facilities shall be designed in accordance with Title 24, Handicap Access, and the California Department of State Architect's standards for accessibility compliance.

General NPDES Conditions:

51. The developer shall incorporate long-term best management practices (BMP's) for the reduction or elimination of storm water pollutants. The project design shall incorporate wherever feasible, the following long term BMPs to

limit pollutant generation, discharge, and runoff. Such source control design measures may include:

- Incorporating landscaping that minimizes irrigation and runoff, promotes surface infiltration where possible, minimizes the use of pesticides and fertilizers, and incorporates appropriate sustainable landscaping practices;
- Providing covered trash, food waste, and compactor enclosures;
- Use pavers for walkways and other appropriate hardscape surfaces as an option to buyers to minimize impervious areas;
- Minimizing the amount of directly connected impervious surface area;
- Stenciling all storm drains with “No Dumping, Drains to Delta” permanent markings;
- Constructing concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter; and/or
- Plumbing of the following discharges to the sanitary sewer, subject to Delta Diablo Sanitation District’s authority and standards: discharges from outdoor covered wash areas for vehicles, equipment, and accessories; and fire sprinkler test water, if discharge to onsite vegetated areas is not a feasible option.

52. The developer shall execute an agreement with the City regarding the construction of the off-site bioretention facility located to the north of the project site, at the end of Carion Court. Submittal of grading and/or building plans shall be consistent with the approved Stormwater Control Plan for the bioretention facility. The plans shall include drawings and specifications necessary to implement all measures in the approved Stormwater Control Plan. A copy of a completed “Construction Plan C.3 Checklist”, as described in the *Stormwater C.3 Guidebook, current edition* shall be included. Grading and/or building permits, shall not be issued until this condition is met to the satisfaction of the Engineering and Planning Divisions.
53. Site Development Plans (including structural, mechanical, architectural, grading, drainage, site, landscape, and other drawings) shall show the details and methods of construction for site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent stormwater control BMPs, and other features that control stormwater flow and potential for stormwater pollutants.

General Engineering Conditions Regarding Utilities:

54. The developer shall evaluate the existing, receiving storm, sewer, and water facilities for adequate capacity and provide the results to the City to identify any service or supply problems. The cost for installation of additional facilities required to be constructed to accommodate the project shall be borne by the developer.
55. The design and construction of storm drain, water, and sewer facilities shall be in accordance with Section 17.28.020 of the Pittsburgh Municipal Code.
56. The developer shall provide appropriate water service, adequately sized to meet the domestic and fire protection demands for the project.
57. The developer shall relocate portions of the existing waterlines which are currently located in the proposed bioretention facility.
58. The developer shall provide adequate backflow assembly for the project to protect the City's water conveyance system. Easements shall be provided to the City for maintenance of water service meters.
59. The developer shall provide appropriate sanitary sewer, adequately sized to accommodate the project's wastewater demand.
60. In accordance with PMC section 12.36.130, "Underground utilities for new construction," the developer shall ensure that all utility service laterals and equipment (including, but not limited to, electric, communication and cable television lines) installed in and for the purpose of supplying service to any other new construction or use shall be installed underground on the property to be served, and from the property to be served to the point of connection with the utility's distribution facilities, in accordance with utility filed rules as approved by the California Public Utilities Commission."

Landscaping Located Within the Public Right-of-Way:

61. The developer shall design the landscaping within the areas of public right of way in accordance with the provisions of Section 18.84.320 of the Pittsburgh Municipal Code, and current standard details dated May 2007.

Additional Engineering Exactions:

62. The property owner shall deliver written approval in a manner acceptable to the Community Development Director, that the owner of the parcel is electing to annex the subject property into the 2005-1 Community Facilities District (CFD 2005-1) for Public Safety Services, prior to the issuance of any building or engineering permits. Community Facilities District 2005-1 is for Public Safety Services, and the fee will provide funding for an increase of police

coverage in the area. The rate of the CFD 2005-1 fee is subject to City Council Resolution No. 05-10342.

63. The property owner shall deliver written approval in a manner acceptable to the Community Development Director, that the owner of the parcel is electing to annex the subject property into the 2007-01 Park Maintenance Community Facilities District (CFD 2007-1), prior to the issuance of any building or engineering permits. Community Facilities District 2007-1 is for Park Maintenance. The rate of CFD 2007-1 fee is subject to City Council Resolution No. 07-10698.
64. The property owner shall deliver written approval in a manner acceptable to the Community Development Director, that the owner of the parcel is electing to annex the subject property into the 21017-1 Fire Facilities and Fire Safety and Emergency Services Community Facilities District (CFD 2017-1), prior to the issuance of any building or engineering permits. Community Facilities District 2017-1 is for Fire Facilities and Fire Safety and Emergency Services. The rate of the CFD 2017-1 fee is subject to City Council Resolution No. 17-13311.

Standard Conditions:

65. The developer shall comply with all the requirements of the Community Development Department, Contra Costa County Fire Protection District, Delta Diablo Sanitation District, and all other applicable local, state and federal agencies.
66. The Standard Conditions of Development as adopted by the Pittsburg Planning Commission by Resolution No. 8931 shall apply as conditions of approval for this project as applicable. Where there is conflict between the Standard Conditions of Development and the specific conditions of approval specified in this resolution, the specific conditions of this Resolution No. 10060 shall govern.
67. Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person challenging the validity of this project approval, subsequent project approval, or other action arising out of, or in connection with, this project approval. The parties shall cooperate in defending such action or proceeding. The parties shall use reasonable efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel at developer's sole cost and expense. Developer may select its own legal counsel to represent developer's interests at developer's sole cost and expense. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement to City on a monthly basis. Such costs shall

include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent responding to and defending the claim, action or proceeding.

68. This design review approval will expire on January 23, 2021, unless a building permit or grading permit has been issued for purposes of construction of this project, or a written request for an extension is filed with the Planning Division prior to the expiration date and is subsequently approved by the Planning Commission. The approval shall be valid for no more than six months from the date of permit issuance, unless work is commenced and diligently pursued prior to the expiration of the permit.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Croskey, seconded by Commissioner Foster, the foregoing resolution was passed and adopted the 23rd day of January, 2018, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Coniglio, Croskey, Foster, Gargalikis, Robinson, Ward

NAYES:

ABSTAIN:

ABSENT:

I hereby certify that the above Resolution No. 10085 was adopted by the Planning Commission of the City of Pittsburg on January 23, 2018.



KRISTIN POLLOT, AICP, SECRETARY
PITTSBURG PLANNING COMMISSION

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sunnyside Pittsburg, LLC
4061 Port Chicago Hwy., Ste. H
Concord, CA 94520
Attention: Legal Dept.

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: City Clerk

(Space Above This Line Reserved For Recorder's Use)

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF PITTSBURG, CALIFORNIA
AND
SUNNYSIDE PITTSBURG, LLC
(Edgewater Apartments)**

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of the Effective Date between SUNNYSIDE PITTSBURG, LLC, a California limited liability company ("**Developer**"), and the CITY OF PITTSBURG, a California municipal corporation ("**City**"), pursuant to California Government Code § 65864 *et seq.* The Effective Date is , 2018.

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted California Government Code § 65864 *et seq.*, which authorizes City to enter into an agreement with any person having a legal or equitable interest in real property regarding the development of such property.

B. Pursuant to California Government Code § 65865, City has adopted procedures and requirements for the consideration of development agreements (Resolution No. 89-7466). This Development Agreement has been processed, considered and executed in accordance with such procedures and requirements.

C. Developer has a legal interest in certain real property consisting of approximately 4.42 acres, as more particularly described in the **Exhibit A** attached hereto (the "**Property**" or "**Project**"), and as diagrammed in the attached **Exhibit A-1** (the "**Project Site**").

D. On September 16, 2013, the City Council approved Resolution No. 12039, changing the General Plan land use designation for the Property from Business Commercial to Medium Density Residential. On October 21, 2013, the City Council adopted Ordinance No. 13-1378 amending the zoning for the Property from Service Commercial with an Overlay District to Medium Density Residential District.

E. On February 17, 2017, Developer filed applications with the City requesting to obtain design review, fence height exception, and sign review approval for a sixty-two unit apartment complex on the Project Site, as well as related amenities. On January 23, 2018, the Planning Commission, at a duly noticed public hearing, adopted Resolution No. 10085 recommending approval of design review and a Development Agreement for the Project.

The design review, fence height exception, and sign review approvals and development agreement policies described in these Recitals, together with this Agreement, are collectively referred to herein as the "**Project Approvals**."

F. City has determined that the Project presents certain public benefits and opportunities which are advanced by City and Developer entering into this Agreement. This Agreement will, among other things, require conditions of approval and other exactions resulting in:

1. The inclusion of the Project Site into the City's existing Community Facilities District 2007-1 and the Citywide Lighting and Landscape District No. 88-01, at no cost to the City, in order to provide funding for certain landscape and lighting costs, as set forth in Section 5.05 of this Agreement.

2. The inclusion of the Project Site into the City's existing police services Community Facilities District 2004-1, at no cost to the City, in order to provide for police and other emergency services to the Project Site, as set forth in Section 5.06 of this Agreement.

3. The inclusion of the Project Site into a community facilities district formed by the City to help fund specified improvements and/or services to the Contra Costa Fire Protection District, as set forth in Section 5.07 of this Agreement.

4. The inclusion of the Project Site into the City's existing Community Facilities District 2016-1, at no cost to the City, in order to provide funding for the continuous maintenance of certain on-site project and off-site stormwater treatment facilities as set forth in Section 5.05 of this Agreement.

5. Payment of an In-Lieu Parkland Dedication Fee in order to fund the development of public park facilities, as set forth in Section 5.08 of this Agreement.

G. In exchange for the benefits to City described in the preceding Recital F and others set forth herein, Developer will receive by this Agreement assurances that it may proceed with the long term phased development of the Project in accordance with the "Applicable Law" (defined herein), and therefore desires to enter into this Agreement.

H. The City Council, after conducting a duly noticed public hearing, has found that this Agreement is consistent with the General Plan and has conducted all necessary proceedings in accordance with the City's rules and regulations for the approval of this Agreement.

I. The City Council, on [REDACTED], 2018, at a duly noticed public hearing adopted Ordinance No. 18-[REDACTED], approving and authorizing the execution of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and obligations set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

"Administrative Agreement Amendment" shall have that meaning set forth in Section 7.02 of this Agreement.

"Administrative Project Amendment" shall have that meaning set forth in Section 7.01 of this Agreement.

"Agreement" shall mean this Development Agreement.

"Applicable Fees" shall have that meaning set forth in Section 3.04 of this Agreement.

"Applicable Law" shall have that meaning set forth in Section 6.03 of this Agreement.

"Buildout" shall mean the City's issuance to Developer of the last certificate of occupancy required for any portion of the Project Site.

"CEQA" shall mean the California Environmental Quality Act.

"Changes in the Law" shall have that meaning set forth in Section 6.07 of this Agreement.

"City" shall mean the City of Pittsburg, a California municipal corporation.

"Complaining Party" shall have that meaning set forth in Section 10.01 of this Agreement.

"Day" or **"days"** shall mean calendar day or calendar days.

"Default Notice" shall have that meaning set forth in Section 10.01 of this Agreement.

"Defaulting Party" shall have that meaning set forth in Section 10.01 of this Agreement.

"Deficiencies" shall have that meaning set forth in Section 9.02(a) of this Agreement.

"Developer" shall mean Sunnyside Pittsburg, LLC, a California limited liability company.

"Effective Date" shall have that meaning set forth in Section 2.01 of this Agreement.

"Fair Share" shall mean the proportionate share which the Developer, or other party, shall bear of the improvement, facility, or structure which is providing service to the Project, Developer or other party. The term "fair share" or similar terms used herein are not intended by the parties to this Agreement to impose a different or higher burden of proof on the City as to its fees, charges, or other exactions, than exists under applicable State or federal law.

"Funding Mechanisms" shall have that meaning set forth in Section 3.08 of this Agreement.

"General Plan" shall have that meaning set forth in Recital H of this Agreement.

"Judgment" shall have that meaning set forth in Section 9.02(a) of this Agreement.

"LLD" shall have that meaning set forth in Section 5.05 of this Agreement.

"Non-Assuming Transferee" shall have that meaning set forth in Section 8.03 of this Agreement.

"Notice of Compliance" shall have that meaning set forth in Section 8.04 of this Agreement.

"Periodic Review" shall have that meaning set forth in Section 10.03 of this Agreement.

"Police Services District" shall have that meaning set forth in Section 5.06 of this Agreement.

"Project" shall have that meaning set forth in Recital C of this Agreement.

"Project Approvals" shall have that meaning set forth in Recitals A through E of this Agreement.

"Project Site" shall have that meaning set forth in Recital C of this Agreement.

"Public Improvements" shall have that meaning set forth in Article XI of this Agreement.

"Subsequent Approvals" shall mean those certain other land use approvals, entitlements, and permits other than the Project Approvals that are necessary or desirable for the Project. The Subsequent Approvals may include, without limitation, the following: amendments of the Project Approvals, design review approvals, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, subdivision maps, PD Plans, rezonings, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing.

"Term" shall have that meaning set forth in Section 2.02 of this Agreement.

"Transfer Agreement" shall have that meaning set forth in Section 8.02(a) of this Agreement.

If any capitalized terms contained in this Agreement are not defined above, then any such terms shall have the meaning otherwise ascribed to them in this Agreement.

ARTICLE II EFFECTIVE DATE; TERM

Section 2.01 **Effective Date**. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the "**Effective Date**").

Section 2.02 **Term**. The term of this Agreement shall commence upon the Effective Date and continue for a period of ten (10) years (the "**Term**").

ARTICLE III OBLIGATIONS OF DEVELOPER

Section 3.01 **Obligations of Developer Generally**. The parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer's agreement to perform and abide by its long term covenants and obligations, as set forth herein. As material consideration for the long term assurances and vested rights provided by this Agreement and as a condition of approval to one or more of the Project Approvals, Developer agrees to each of the following:

Section 3.02 **Facility Reserve Charges**. Developer agrees to pay City's Facility Reserve Charges ("**FRC**") as set or modified by the City Council from time to time.

Section 3.03 **Water Infrastructure**. Developer shall comply with the 2015 Water System Master Plan, as amended.

Section 3.04 **Applicable Fees**. City may levy development fees and charges during the term of this Agreement relative to the development of the Project Site which are in force and effect as of the Effective Date, as more particularly described and according to the payment schedule set forth on **Exhibit B** ("**Applicable Fees**"). Unless otherwise provided in this Agreement, no development fees, or charges, or categories thereof, shall be imposed on the Project other than those fees (including categories within such fees), and charges identified as Applicable Fees on **Exhibit B**, which exhibit shall exclusively govern the Applicable Fee payment schedule. The parties agree that any and all Project development fees, charges or exactions related to schools, fire prevention, water, sewer, stormwater, and storm drainage facilities, which are to be paid by Developer directly to third-party governmental agencies, are not subject to or within the scope of this Agreement whether such third party charges exist or are subsequently imposed by such third parties, whether directly upon Developer or through City. This provision shall not be construed to benefit any Non-Assuming Transferees, as such term is defined in herein.

Section 3.05 **Applicable Fee Adjustments**. Developer shall pay fees and charges consistent with Section 3.04 above, and the applicable adjustments currently provided in such fees, and as modified from time to time by the City, whether such adjustment or modification is an increase or decrease. Developer retains the right to challenge the imposition of any new fees not referenced in this Agreement or the modification, amendment or adjustment of all Applicable Fees pursuant to Government Code § 66000 *et seq.*, not already authorized by ordinances, resolutions or policies in place at the time of this Agreement's execution. Should the City Council approve a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.

Section 3.06 **City Local Traffic Mitigation Fee**. Developer shall fulfill their financial obligations with regard to the Local Transportation Mitigation Fee (PMC Chapter 15.90) (the "LTMF"), in accordance with the provisions of the Memorandum of Understanding originally approved on January 19, 1993, amended on December 4, 2000, February 4, 2002, and June 4, 2003, with credit for certain improvements constructed by Developer per Section 4.04 below. The applicant shall pay the LTMF when obtaining a building permit, or provide the City with bonds for LTMF at the rate in place at the time of Building Permit issuance. The applicant understands that the LTMF currently on file is \$5,038 per medium density residential dwelling unit. The applicant further understands that the LTMF is reviewed and adjusted annually to the current Construction Cost Index (CCI) and may be increased at the City Council's discretion based on revised cost estimates for roadway and transit facilities and other factors that demonstrate an increase is needed to offset traffic impacts caused by new development. If the City Council approves a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of

understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.

Section 3.07 **Regional Traffic Fee.** Developer shall pay the ECCRFA Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.103) (the "RTDIM") amount in effect when the applicant obtains a Building Permit. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News-Record Construction Costs Index – San Francisco Bay Area between September 1 and September 1 of the preceding two calendar years. Fees shall be paid prior to issuance of a Building Permit. If no Building Permit is required, then the fees are payable in the amount in effect when the project commences pursuant to PMC Section 15.103.

Section 3.08 **Fees, Assessments and/or Taxes to be Paid by Developer.** Developer agrees to pay its fair share of any levies imposed by any assessment district, landscaping and lighting district, community facilities district, tax-exempt financing mechanisms, or other funding mechanisms related to public safety; traffic; sewer; water; fire; or other infrastructure improvements (including, without limitation, design, acquisition, construction and maintenance costs) (collectively, "**Funding Mechanisms**") within the Project Site, provided that such Funding Mechanism is referenced herein and/or was legally created pursuant to applicable law.

Section 3.09 **C.3 Facilities.** Developer shall construct the C.3 facilities (bioretention) offsite on land owned by the City, consistent with the direction of the City Engineer. Developer shall submit a complete Stormwater Control Plan and Report that is in compliance with the requirements set forth in the City's most current NPDES permit. The C.3 treatment facilities shall be adequately sized to treat the stormwater runoff from the associated drainage management areas. The offsite facility shall be constructed in accordance with the timeframe allowed for Alternate Compliance projects for provision C.3. Plans and supporting calculations shall be submitted to the Engineering Department for review prior to issuance of a grading permit. In addition, Developer agrees to annex into the 2016-1 CFD to fund the continuous operations and maintenance of the bioretention facility.

Section 3.10 **Security Improvements.** Developer shall pay to the City the actual cost incurred by City (not to exceed forty thousand Dollars (\$40,000)) towards funding the acquisition and installation of security camera(s) at the Project Site as well as within the proposed C.3 facility identified in section 3.09. The security cameras will be installed under the supervision of the City's Police Chief. Developer shall pay such costs within thirty (30) days of receipt of invoice.

Section 3.11 **Bike Share Station.** Developer shall pay to the City \$9000 per year, for three (3) years, beginning with the Effective Date of this Agreement. The City shall use these funds to develop a bike share station which, at the City's discretion, may be located on the same parcel as the C3 facilities serving the Project.

Section 3.12 **Sidewalk Relating to Bus Stop.** Developer shall install at its own cost: 1) an eight-foot-wide sidewalk along the west side of Loveridge Road, from the corner of California Avenue to the western edge of the driveway of Assessor's Parcel Number: 073-190-035; 2) a curb ramp at the eastern side of said driveway; and 3) two full trash capture devices for the two inlets at the northwest corner of Loveridge Road and California Avenue. The final

design of all improvements required under this section shall be subject to approval by the City Engineer and shall be designed and constructed to City Standards. The installation shall be completed prior to issuance of the final certificate of occupancy.

Section 3.13 **Offsite Recreational Amenities.** As part of the development of the proposed C.3 facility referenced in section 3.09, Developer shall install at its own cost, at a minimum, the following improvements to Assessor's Parcel Number 073-190-012: 1) a six-foot wide multiuse trail, at least one-quarter mile in length; 2) two benches along the trail; 3) solar-powered trail lighting; 4) a six-foot wide sidewalk, and all necessary curb ramps, crosswalks, or other required safety and accessibility improvements, along the existing curb of Assessor's Parcel Number: 073-190-012, from the northern boundary of Assessor's Parcel Number: 073-190-033 to a point adjacent to the existing gate located northeast of Martin Luther King Jr. Junior High School. The final design of all improvements required under this section shall be subject to approval by the City Engineer and shall be designed and constructed to City Standards.

Section 3.14 **Disclosure of Surrounding Industrial Uses.** Developer recognizes that the Project is located in an area of the City where industrial development currently exists and is expected to further grow. Such existing and anticipated development currently creates impacts such as noise, dust, and other environmental factors, which were adequately evaluated and addressed as part of the environmental review of this Project. Nonetheless, Developer agrees to include in each lease for each unit of Edgewater, as well as in any transfer of title to the Project or unit thereof, a statement advising the tenant or transferee of these issues with wording to be mutually agreed upon by Developer and the City Manager

Section 3.15 **Crime Free Multifamily Housing Program.** Developer shall participate in the Crime Free Multi-Housing Program offered by the Pittsburgh Police Department. The Program consists of three main elements:

(a) Developer, directly or through its property manager, and such other individuals as Developer may designate, must attend the entire Program training provided by the Pittsburgh Police Department or its designee.

(b) Developer shall allow one or more representatives from the Pittsburgh Police Department to inspect the common areas of the Property to evaluate whether or not the Property meets the minimum-security requirements adopted by the Program.

(c) Developer, directly or through its property manager, shall conduct an annual meeting at the Property for Property residents. At the meeting, one or more representatives of the Pittsburgh Police Department will provide information about the Program and general crime prevention information.

Pittsburg's Chief of Police shall annually verify whether Developer has completed all required elements of the Program. If the Pittsburgh Police Department does not offer the Program, the City and Developer may mutually agree on other crime prevention measure Developer shall take.

The Program encourages property owners and property managers to use the "Crime Free Lease Addendum," which lists specific actions property management may take if a tenant, or a tenant's guest, is involved in certain illegal or dangerous activity. The Crime Free Lease Addendum provided as part of the Program is only an example of such a lease addendum, and Developer is not required to use that form. Developer should consult with its own legal counsel to ensure that any lease or lease addendum used, including any such documents provided by the Program, is consistent with applicable law. Developer shall have the sole discretion and authority to decide whether to take action against a tenant, including eviction, for a violation of the Crime Free Lease Addendum or for any other reason.

ARTICLE IV OBLIGATIONS OF CITY

Section 4.01 **Obligations of City Generally.** The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long-term covenants and obligations of City, as set forth herein.

Section 4.02 **Availability of Public Services.**

(a) **General.** To the extent permitted by law and consistent with its authority, City shall reserve such capacity for water services as may be necessary to serve the Project. This reservation of water infrastructure capacity shall be assured for the Term to the extent consistent with applicable law.

(b) **Construction Water.** City shall make construction water available to the Project by permitting the Project to hook up to existing City water supply infrastructure, at a location reasonably determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar projects consistent with City standards. City shall also permit Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations, as long as such water is unrelated to potable use.

Section 4.03 **Developer's Right to Rebuild.** City agrees that Developer, in Developer sole's discretion, may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods or other casualties. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and this Agreement.

Section 4.04 **Reimbursement of Infrastructure Costs.**

(a) **Reimbursement.** Unless otherwise provided for herein, to the extent Developer incurs costs related to the planning and construction of traffic infrastructure, water delivery infrastructure, offsite water tank, pump station, sewer infrastructure or other public infrastructure required by City or this Agreement for the Project that exceed the Project's

fair share obligation for such infrastructure, City shall reimburse Developer for the City's portion of such costs (including any management fees provided for in this Agreement), subject to City's prior verification through inspection of the construction that is subject to such reimbursement and upon final acceptance of the infrastructure by the City. This reimbursement shall be paid within sixty (60) days after City's final acceptance or at such other time as mutually agreed upon in writing by the parties. Developer shall be entitled to a management fee of five percent (5%) for City's share of approved infrastructure costs, including but not limited to design and special inspection costs. The management obligations of Developer hereunder shall include contracting and managing the construction of the infrastructure, retaining copies of records, photographs and "as built" for the improvement(s) as well as attending meetings and providing necessary reports as reasonably requested by City.

(b) City's Authorization of Reimbursement. Notwithstanding any other provision of this Section, or of this Agreement, or of VTM provisions, City shall not be responsible to reimburse or credit Developer for any costs, including as referenced in Section 4.04(a) herein, unless prior to Developer incurring any costs for which Developer will request reimbursement from City, Developer shall first provide written documentation as to the work to be performed, the estimated costs thereof, including a not-to-exceed cap, and such other details as reasonably requested by the City Manager and the City Manager approves the proposed costs and related work. If the City Manager fails to respond within thirty (30) days of its receipt of such estimated costs, Developer shall provide a second written notice to the City Manager and to the City Engineer, if neither responds within thirty (30) days of the City's receipt of the second request, the request shall be deemed approved. The City Manager shall have the discretion to require Developer to obtain competitive bids on any work for which Developer may request reimbursement or credit from the City where the total cost (not just the City's share) of that work is One Hundred Thousand Dollars (\$100,000) or more. City shall also have the opportunity to inspect any and all infrastructure during its construction, as well as to review any work product for which Developer requests reimbursement or credits. If mutually agreed by the parties in writing, any reimbursement due Developer pursuant to this Agreement may be satisfied by City in the form of credits, which can actually be used by Developer to offset Developer's payment of any Applicable Fees. In the event there are not enough credits to fully satisfy the reimbursement due Developer and subject to the terms of the mutual agreement between the parties referenced in the prior sentence, City shall reimburse Developer within thirty (30) days of invoicing.

Section 4.05 Park Fee Credit. Developer and City agree that the park in-lieu fee amount will be ten and 03/100ths Dollars (\$10.03) per square foot (unless City adopts a lower fee in which case the lower fee shall apply), increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2017 reflecting 2016 increases. Developer and City agree that Developer shall receive partial park fee credit for the on-site recreational improvements in the Project.

ARTICLE V COOPERATION — IMPLEMENTATION

Section 5.01 **Processing Application for Subsequent Approvals.** The parties agree that all Subsequent Approvals shall be processed by City in a manner consistent with the following provisions:

(a) **Standard of Review.** By adopting the Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise prevent or delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed tools to implement those final policy decisions and shall be issued by City so long as they comply with this Agreement and Applicable Law, as defined below, and are not inconsistent with the Project Approvals as set forth above, and meet the intent and comply with any City adopted Designed Guidelines, as applicable. To the extent permitted by law, City shall not use its discretionary authority in considering these Subsequent Approval applications to revisit or frustrate the policy decisions or material terms reflected by the Project Approvals. Developer agrees that development under this Agreement shall comply with provisions reflected in Uniform Codes (whether building, fire, plumbing, or other applicable uniform codes) which may be adopted subsequent to the Effective Date of this Agreement.

(b) **Basis for Denial.** City may deny an application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law, defined below, or does not substantially comply with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Approval which is requested by Developer as an amendment to that Project Approval). City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or as is necessary to make this Subsequent Approval consistent with the Project Approvals. If City denies any application for a Subsequent Approval, City shall specify in writing the reasons for such denial and may suggest a modification which would be approved by City.

Section 5.02 **Timely Submittals by Developer.** Developer acknowledges that City cannot expedite processing of the Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (a) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (b) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals consistent with this Agreement.

Section 5.03 **Timely Processing by City.** Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval applications including, without limitation, (a) providing at Developer's expense and subject to

Developer's request and prior written approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (b) if legally required, providing notice and holding public hearings; and (c) acting on any such Subsequent Approval application. If Developer elects to request and approve the use of overtime staff assistance or staff consultants for planning and processing of any Subsequent Approval pursuant to this Section 5.03, Developer's reimbursement to City for such services shall be made in amount equal to City's actual costs of providing such services, in accordance with standard City practice.

Section 5.04 **Other Government Permits.** At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Developer in its efforts to timely obtain such permits and approvals and shall, from time to time, at the request of Developer, use its best efforts to ensure the timely availability of such permits and approvals.

Section 5.05 **Lighting and Landscaping District (LLD).** Developer agrees that the Project Site will be annexed into the City's existing Lighting and Landscaping District, as established pursuant to City Resolution No. 88-7324 ("**LLD**"). Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment is imposed uniformly on similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of the parks.

Section 5.06 **Park Maintenance CFD 2007-1.** Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2007-1 for Park Maintenance (CFD 2007-1). The rate of the CFD 2007-1 fee is subject to City Council Resolution No. 07-10698. Developer shall deliver written approval, that the owner of the property is electing to annex the subject property into the CFD 2007-01 prior to the issuance of a grading or building permit.

Section 5.07 **Maintenance of Project Facilities CFD 2016-1.** Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2016-1 for maintenance of stormwater treatment facilities (CFD 2016-1), such as the bioretention basin as described in Section 3.09. Developer shall deliver written approval, that the owner of the property is electing to annex the subject property into the CFD 2016-01 prior to the issuance of a grading or building permit.

Section 5.08 **Public Safety Services CFD 2005-1 CFD 2005-1.** Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2005-1 for Public Safety Services (CFD 2005-1). The rate of the CFD 2005-1 fee is subject to City Council Resolution No. 05-10342. Developer shall deliver written approval, that the owner of the property is electing to annex the subject property into the CFD 2005-01 prior to the issuance of a grading or building permit.

Section 5.09 **Fire Facilities and Fire Safety and Emergency Services CFD 2017-**

1. Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2017-1 for Fire Facilities and Fire Safety and Emergency Services (CFD 2017-1). The rate of the CFD 2017-1 fee is subject to City Council Resolution No. 17-13311. Developer shall deliver written approval, that the owner of the property is electing to annex the subject property into the CFD 2017-01 prior to the issuance of a grading or building permit.

Section 5.10 **Parkland Dedication In-Lieu Fee.** Developer shall pay an In-Lieu Parkland Dedication Fee to the Engineering Department prior to the issuance of a building permit for the Project per PMC Section 17.32.020.D.2. The park in-lieu fee amount is ten dollars and three cents (\$10.03) per square foot, increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2017 reflecting 2016 increases.

Section 5.11 **Assessment Districts or Other Funding Mechanisms.**

(a) City understands that City's long term assurances to Developer concerning fees, taxes and assessments related to the Project are a material consideration for Developer agreeing to process the siting of the Project in its present location and to pay the fees, taxes and assessments described in this Agreement. City shall retain the ability to initiate or process applications for the formation of new assessment districts or other Funding Mechanisms, as defined in Section 3.08 of this Agreement, covering all or any portion of the Project site. Notwithstanding the foregoing, Developer retains all its rights to oppose the formation or proposed assessment of any new assessment district, Funding Mechanism, or any and all increases thereto, or to request or pursue assessment credits or reductions, unless otherwise provided for herein or unless such assessment, Funding Mechanism or related increases are in place and legally effective as of the date of this Agreement's Effective Date.

(b) At the request of Developer, City shall cooperate in the formation of, or annexation to, those assessment districts, landscaping and lighting districts, community facilities districts, tax-exempt financing mechanisms, or other Funding Mechanisms that Developer and City determine are needed to fund infrastructure improvements and to ensure the orderly development of the Project, at no cost to the City. City shall diligently and expeditiously process applications by Developer necessary to establish such Funding Mechanisms as long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City, and which will result in no commitment of City. City shall diligently seek to sell any bonds to be issued and secured by such assessments upon the best terms reasonably available in the marketplace. Any and all costs associated with this Section shall be borne and/or advanced by Developer.

Section 5.12 **Warranty Bonds.** Developer agrees that every infrastructure improvement dedicated to City (except landscaping, unimproved real property or open space dedications) pursuant to this Agreement shall be accompanied by a one (1) year warranty bond in a form and in an amount, and with a surety acceptable to City, or otherwise as determined in the applicable Subdivision Improvement Agreement.

Section 5.13 **General Plan Maintenance Fee.** Developer agrees to pay a development related fee to help fund the maintenance of the Pittsburg General Plan. The

General Plan Maintenance Fee will be One Hundred Twenty-five Dollars (\$125) per dwelling unit.

ARTICLE VI STANDARDS, LAWS AND PROCEDURES GOVERNING THE PROJECT

Section 6.01 **Vested Right to Develop.** Developer shall have a vested right to develop the Project on the Project Site in substantial conformance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals (as and when issued), and amendments thereto as shall, from time to time, be approved pursuant to this Agreement. Nothing in this Section 6.01 shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals.

Section 6.02 **Permitted Uses Vested by this Agreement.** The permitted uses of the Project Site; the density and intensity of use of the Project Site; the maximum height, bulk and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals.

Section 6.03 **Applicable Law.** “**Applicable Law**” shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the project site; governing density; and governing design, improvements, and construction standards and specifications applicable to the Project and Project site as set forth in this Agreement and the Project Approvals, and in force and effect on the Effective Date of this Agreement. However, this Agreement and this Section shall not be construed to prevent the City, in any subsequent actions applicable to the Project Site, from applying any new rules, regulations, official policies, standards, and specifications that do not conflict with those rules, regulations, official policies, standards, and specifications existing as of the Effective Date of the Agreement.

Section 6.04 **Uniform Codes.** Notwithstanding any other provision of this Agreement, City may apply to the Project Site, at any time during the Term, the then current Uniform Building Code and other uniform construction codes as properly modified by City and uniformly applied on a citywide basis, and City's then current design and construction standards for road and storm drain facilities. In no event shall any such uniform code or standard be adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.

Section 6.05 **Moratorium and Conflicting Enactments.** To the extent consistent with State Law, if any ordinance, resolution or other measure is enacted, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project on all or any part of the Project Site, City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement, unless the building moratorium is imposed as part of a declaration of a local

emergency or state of emergency as defined in Government Code Section 8558. Developer reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement.

Section 6.06 Life of Subdivision Maps, Development Approvals, and Permits.

To the extent consistent with Applicable Law, the term of any subdivision map or any other map, permit, rezoning or other land use entitlement approved as a Project Approval or Subsequent Approval shall automatically be extended for the duration of this Agreement, including any extensions. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies that regulate land use, development or the provision of services to the land, prevents, prohibits or delays the construction of the Project. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable court order or other legal requirement prevents the processing of any Subsequent Approval or prevents any Project development activities

Section 6.07 State and Federal Law. As provided in California Government Code § 65869.5, if any state or federal laws or regulations, enacted after this Agreement's Effective Date prevent or preclude compliance with one or more provisions of this Agreement ("**Changes in the Law**"), such provision of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement including, without limitation, Article V and Section 10.05. Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Developer any fee specifically required by State or Federal laws and regulations.

Section 6.08 Timing of Project Construction and Completion.

(a) Project Phasing. The Project may be built in phases in response to then-existing market conditions over the Term of the Agreement. Except as otherwise specifically provided by this Agreement with respect to Project infrastructure timing, City and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular period of time, and City shall not impose such a requirement on any Project Approval. The parties acknowledge that Developer cannot at this time predict when or the rate at which or the order in which phases will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market demand, interest rates, competition and other similar factors.

(b) Project Time Schedule. The parties agree that Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time, and Developer shall determine which part of the Project Site to develop first, and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that

result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. Developer's rights under this Section 6.08(b) shall be subject to the requirement that adequate infrastructure to serve each phase of the Project is constructed concurrently with such phase. The City Manager shall reasonably determine what infrastructure will be required to serve each phase of the Project, which determination shall be consistent with Applicable Law.

(c) Developer Agreements. Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement, or similar agreement in accordance with the terms thereof.

Section 6.09 **Exempting Fees, Mitigation Measures and Similar Requirements Imposed by Outside Agencies.** Notwithstanding any other provision of this Agreement, the City agrees to exclude Developer from any and all discretionary collection agreements regarding fees, mitigation measures and similar requirements including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or on the Project Site after the Effective Date through the Term of this Agreement. This Section 6.09 shall not prohibit the City from imposing on Developer any fee, mitigation measure or similar requirement or obligation that is required by a local or regional agency in accordance with local, regional, State or Federal obligations and implemented by the City in cooperation with such local, regional, state or federal agency, provided such fee, mitigation measure or similar requirement or obligation is imposed in a similar manner on similarly situated properties within the City as, for example, stormwater-related C.3 requirements and increases thereto.

Section 6.10 **City's Joint-Inspection Jurisdiction.** Developer acknowledges that City has joint inspection jurisdiction within other third-party governmental entities within any and all City rights-of-way and easements.

ARTICLE VII AMENDMENT

Section 7.01 **Amendment to Project Approvals, Subsequent Approvals.** To the extent permitted by State and Federal law, any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner:

(a) Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the City Manager or his/her designee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable uniform codes and State or Federal law. If the City Manager or his/her designee finds that the proposed amendment or modification is minor in the context of the entire Project, consistent with this Agreement and Applicable Law, and will result in no new significant environmental impacts not addressed and mitigated in the EIR, the amendment shall be determined to be an "**Administrative Project Amendment**" and the City Manager or his/her designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the

foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, minor variations in lot layouts, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments.

(b) Non-Administrative Project Amendments. Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

Section 7.02 **Amendment of this Agreement.** This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:

(a) Administrative Agreement Amendments. The City Manager, or his/her designee, may, except to the extent otherwise required by law, enter into certain amendments of this Agreement on behalf of the City as long as any such amendment does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer ("**Administrative Agreement Amendment**"), and shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. For purposes of this Section 7.02(a), the term "substantially affect" shall be evaluated in the context of the entire Project.

(b) Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, whether done administratively or not, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by both parties.

(c) Amendment Limitations. In consideration of the scope of the benefits to City set forth in this Agreement, any amendment to this Agreement shall only be subject to such new terms and conditions, including new exactions or other obligations, as are reasonably related to the impacts on City directly attributable to such amendment.

ARTICLE VIII ASSIGNMENT, TRANSFER AND NOTICE

Section 8.01 **Assignment of Interests, Rights and Obligations.** Developer may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to third parties acquiring an interest or estate

in the Project or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities.

Section 8.02 **Transfer Agreements.**

(a) In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to an affiliated party, any deed of trust beneficiary or mortgagee, or a "Non-Assuming Transferee" (as defined in Section 8.03), Developer and the transferee shall enter into a written agreement (a "**Transfer Agreement**") regarding the respective interests, rights and obligations of Developer and the transferee in and under the Agreement, the Project Approvals, and the Subsequent Approvals. Such Transfer Agreement may (i) release Developer from obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being transferred or assigned, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations, (ii) transfer to the transferee vested rights to improve that portion of the Project being transferred and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment.

(b) Any Transfer Agreement shall be binding on Developer, City and the transferee and, unless otherwise provided for in Section 8.03 of this Agreement, shall require the City's prior written consent, which consent shall not be unreasonably withheld. Failure by City to respond within thirty (30) days of a written request by Developer for City's consent shall be deemed City's approval of the Transfer Agreement in question. City may refuse to give its consent only if, in light of the proposed transferee's reputation and financial resources, such transferee would not in City's reasonable determination be able to perform the obligations proposed to be assumed by such transferee. Such determination shall be made by the City Manager and is appealable to the City Council. In no event, however, shall City refuse to give its consent to a proposed transferee pursuant to this Section 8.02(b) if such transferee has a net worth of at least Ten Million Dollars (\$10,000,000) documented in a manner reasonably acceptable to City. Upon recordation of any Transfer Agreement in the Official Records of Contra Costa County, Developer shall automatically be released from those obligations assumed by the transferee therein.

(c) Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person.

Section 8.03 Non-Assuming Transferees. Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor City's consent shall be required in connection with (a) any single residential parcel conveyed to a purchaser, (b) any property transferred as fewer than ten (10) lots to a single retail builder or (c) any property that has been established as one or more separate legal parcels for office, commercial, open space, park, school or other nonresidential uses. The transferee in such a transaction and its successors ("**Non-Assuming Transferees**") shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided

by this Agreement for the duration of the Term. Nothing in this Section 8.03 shall exempt any property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval.

Section 8.04 Notice of Compliance Generally. Subject to City's finding that the facts contemplated by clauses (a) through (c) herein are true and accurate, within thirty (30) days following any written request which Developer may make from time to time, City shall execute and deliver to Developer (or to any party requested by Developer) a written "**Notice of Compliance**," in recordable form, duly executed and acknowledged by City, that certifies that (a) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications, (b) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default, and (c) any other information reasonably requested by Developer. City's failure to deliver such notice within such time period shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer shall have the right at Developer's sole discretion, to record the Notice of Compliance.

ARTICLE IX COOPERATION IN THE EVENT OF LEGAL CHALLENGE

Section 9.01 Cooperation.

(a) Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this Agreement challenging the validity of the Agreement or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein.

(b) Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations by the Developer, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense.

(c) The parties agree that this Section 9.01 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.01, which shall survive such invalidation, nullification or setting aside.

Section 9.02 Cure; Reapproval.

(a) If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.01, all or any portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgment (a "**Judgment**") in such action or proceeding (based on procedural, substantive or other deficiencies, hereinafter "**Deficiencies**"), the parties agree to use their respective best efforts to sustain and reenact or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies relate to, as follows, unless the parties mutually agree in writing to act otherwise:

(i) If any Judgment requires reconsideration or consideration by City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgment invalidates or otherwise makes ineffective all or any portion of this Agreement or any Project Approval, or Subsequent Approval, then the parties shall cooperate and shall cure any Deficiencies identified in the Judgment or upon which the Judgment is based in a manner consistent with the intent of this Agreement and the Judgment. Upon the parties cure of such Deficiencies, City shall then take steps consistent with the Judgment necessary readopt or reenact this Agreement and any applicable Project Approval, Subsequent Approval, or any portion thereof.

(ii) Acting in a manner consistent with the intent of this Agreement or a Judgment includes, but is not limited to, recognizing that the parties intend that Developer may develop a eighty-two (82) single-family residential unit project, and adopting such ordinances, resolutions, and other enactments, including but not limited to a general plan amendment, rezoning, vesting subdivision map approvals, development plan approvals, PD Plan approvals, design review, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, final development plans, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgment.

(b) The parties agree that this Section 9.02 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.02, which shall survive such invalidation, nullification or setting aside.

ARTICLE X DEFAULT; REMEDIES; TERMINATION

Section 10.01 **Defaults.** Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (the "**Complaining Party**") (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. The Complaining Party's notice ("**Default Notice**") shall specify the nature of the alleged failure and, may specify the manner in which the failure satisfactorily may be cured By the other party (the "**Defaulting Party**"). Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then no fault shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable date following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than thirty (30) days after the Defaulting Party's receipt of the Default Notice), the Defaulting Party provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within one hundred twenty (120) days after the Notice of Default is given. Complaining Party shall not send notice to any third party, including, but not limited to, bonding and surety companies, until such time as the cure opportunities set forth above have expired unless otherwise required by applicable law. Upon the occurrence of a default under this Agreement, the Complaining Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist and the Complaining Party shall take no further action.

Section 10.02 **Termination.** If City elects to consider terminating this Agreement due to a material default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. As used herein, a finding of materiality shall be based on the effect of the default in relation to the size and scope of the Project. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter; provided, however, that if Developer files an action to challenge City's termination of this Agreement within such 60-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).

Section 10.03 **Periodic Review.**

(a) **Conducting the Periodic Review.** Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement. This review (the "**Periodic Review**") shall be conducted by the City Manager or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code § 65865.1. Developer also agrees to pay City annually the sum of Two Thousand Five Hundred Dollars (\$2,500). The Two Thousand Five Hundred Dollars (\$2,500) shall be increased annually thereafter by the CPI for the San Francisco Oakland Area, with the first increase implemented in January 2017 reflecting 2016 increases. Such Periodic Review Fee shall only be paid in the years in which a Periodic Review is actually conducted. Upon completion of the Project and issuance of the final certificate of occupancy, no further periodic review of this Agreement shall be required.

(b) **Notice.** At least ten (10) days prior to the Periodic Review, and in the manner prescribed in Article XII of this Agreement, City shall deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer's performance hereunder. Developer shall be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the City Manager.

(c) **Good Faith Compliance.** During the Periodic Review, the City Manager shall review Developer's good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager shall be appealable to the City Council. If the City Manager finds and determines that Developer has not complied with such terms and conditions, the City Manager may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code §§ 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally by Developer and City.

(d) **Failure to Properly Conduct Periodic Review.** If, after thirty (30) days following Developer's notice requesting a Periodic Review, City fails to initiate the Periodic Review, such failure shall be conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement.

(e) **Written Notice of Compliance.** With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within thirty (30) days following a written request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer's sole discretion, to record such notice of compliance.

Section 10.04 **Excusable Delay; Extension of Time of Performance.** In addition to specific provisions of this Agreement, neither party shall be deemed to be in default where

delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting State or Federal laws or regulations, or judicial decisions. Neither party shall be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, the Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are due to Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project and unrelated to Developer's actions or inactions and beyond Developer's control. Upon the properly noticed request of either party hereto, as required by Section 12.09, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be set forth in writing. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon in writing.

Section 10.05 **Legal Action**. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.

Section 10.06 **California Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Section 10.07 **Resolution of Disputes**. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. If the parties are then unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or ninety (90) days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provisions of this Section 10.07 may be enforced by any Court of competent jurisdiction, and

the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. Nothing in this Section 10.07 shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings.

Section 10.08 **Attorneys' Fees**. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and any related other costs incurred in that proceeding in addition to any other relief to which it is entitled.

Section 10.09 **Default by City or Developer**. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided herein and under law.

ARTICLE XI NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the parties hereto that unless otherwise expressly provided herein (a) the subject development is a private development; (b) City have no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (c) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Project Approvals, Subsequent Approvals, and Applicable Law; and (d) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer. The City agrees that Developer's obligations under this Agreement related to the construction of Project water, sewer and drainage infrastructure improvements, the grading and construction of traffic improvements, and the grading and construction of any other public improvements (collectively, the "**Public Improvements**") are all public works of improvement the City is requiring as a condition of regulatory approval of the Project and that the Project is an otherwise private development. The City further agrees that it will contribute no more money, or the equivalent of money, to the overall Project than is required to construct the Public Improvements and that City maintain no proprietary interest in the overall Project.

ARTICLE XII MISCELLANEOUS

Section 12.01 **Incorporation of Recitals and Introductory Paragraph**. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

Section 12.02 **Enforceability**. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall

be enforceable by any party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code § 65866. In the event of any conflict between the provisions of this Agreement and Applicable Law, the Project Approvals or any Subsequent Approval, this Agreement shall prevail.

Section 12.03 **Findings.** City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.

Section 12.04 **Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.

Section 12.05 **Other Necessary Acts.** Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 12.06 **Construction.** Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

Section 12.07 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.

Section 12.08 **Covenants Running with the Land.** All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code § 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Project Site and is

binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property.

Section 12.09 **Notices.** Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by fax (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to City, to: City Manager
City of Pittsburg
Civic Center
65 Civic Avenue
Pittsburg, CA 94565-2830

With Copies to: Ruthann G. Ziegler
City Attorney
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

If to Developer, to: Albert D. Seeno, III
Sunnyside Pittsburg, LLC
4061 Port Chicago Hwy., Ste. H
Concord, CA 94520

With Copies to: Sunnyside Pittsburg, LLC
Attn: Legal Department
4021 Port Chicago Hwy.
Concord, CA 94520

Section 12.10 **Entire Agreement, Counterparts and Exhibits.** This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of twenty-seven (27) pages and four (4) exhibits, which constitute in full

the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of any provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- EXHIBIT A - Legal Description
- EXHIBIT A-1 - Project Site Diagram
- EXHIBIT B - Applicable Fees

Section 12.11 **Recordation of Development Agreement.** Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement, or Memorandum thereof, in the Official Records of the County of Contra Costa. The parties agree to cooperate as to preparation, execution, and recording of a Memorandum hereof.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the day and year first above written.

CITY:

CITY OF PITTSBURG,
a California municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

DEVELOPER:

SUNNYSIDE PITTSBURG, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE:

Parcel 1, as shown on Parcel Map MS 676-03, filed August 14, 2004, in Book 191 of Parcel Maps at Pages 3 and 4, Contra Costa County Records.

PARCEL TWO:

An appurtenant easement for utilities as disclosed by that certain document entitled "Final Order of Condemnation" recorded February 26, 2003 as instrument No. 2003-090215 of Official Records, together with any amendment or modification recorded therewith.

PARCEL THREE:

Easements created in reference to Parcel One, above, in the deed from Pittsburg Partners, LLC, recorded December 10, 2004 in Official Records, under Recorder's Series No. 2004-474318, for 1) "10-foot wide water line easement", 2) "10-foot wide sanitary sewer easement", and 3) "ingress and egress easement", over those portions of Parcel 1, Map of Subdivision 8587, filed November 14, 2002, Map Book 449, Page 13, Contra Costa County Records, more particularly described in said deed (2004-474318).

APN: 073-190-033

PROJECT SITE DIAGRAM

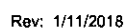


EXHIBIT B

APPLICABLE FEES

Building Division	
Fee Description	
Permits:	
1	Building Permit Fee Minimum
1	Building Permit Fees (Alterations and Repairs)
2	Building Permits Fees (New Commercial)
3	Building Permits Fees (New Industrial)
4	Building Permits Fees (New SFR Dwellings)
5	Building Permits Fees (New SFR Private Garages)
6	Building Permits Fees (New SFR decks / porches)
Above SFR valuation calculation to remain constant. Table B to be adjusted by the prior year ENR 20-City Construction Cost Index every January 1st.	
7	Reroof (Residential)
8	Reroof (Commercial)
All Inclusive Permit Fees:	
9	All Inclusive Permit Fees (Kitchen Alteration)
10	All Inclusive Permit Fees (Bathroom Alteration)
11	All Inclusive Permit Fees (Bathroom Alteration Each Additional)
12	All Inclusive Permit Fees (Window Replacement 1-5)
13	All Inclusive Permit Fees (Window Replacement >5)
14	All Inclusive Permit Fees (Window Replacement)
15	Plumbing Fee (Primary)
16	Plumbing Fee (Supplemental)
17	Water Heater Replacement
18	Re-piping - Supply Lines
19	Sewer Line Repair/Replace
20	Seismic Gas Valve

21	Electrical Fee (Primary)
22	Electrical Fee (Supplemental)
23	Electrical Service Upgrade – (200 amps or <)
24	Electrical Service Upgrade –(> 200 amps)
25	New Service (Pedestal)
26	Temporary Power
27	Mechanical Fee (Primary)
28	Mechanical Fee (Supplemental)
29	Furnace Change Out or New (100,000 btu or <)
30	AC New or Change Out
31	Furnace Change Out (100,000 btu or <) w/ AC
32	Furnace Change Out (>100,000 btu)
33	Insulation/ Energy Fee Per New Construction > 500 sf.
34	Swimming Pool Permit (Residential Fee)
35	Swimming Pool Permit (Commercial Fee)
36	Sign Permit (New Installation)
37	Sign Replacement (Channel Signage)
38	Sign Replacement (Channel Signage)
39	Sign Replacement (Monument Signage)
40	Sign Replacement (Projecting Signage)
41	Sign Replacement (Transom Signage)
42	Sign Replacement (Freestanding Signage)
43	Demolition (Residential)
44	Demolition (Commercial)
45	Moved Building Permit / Manufactured Home
46	Residential Photovoltaic Permit
47	Commercial Photovoltaic Permit
Plan Review Fees:	
48	Building Plan Review Fee

49	Expedited Plan Review
50	Foundation Only
51	Review In Excess of (2)
52	Fire and Termite Repair w/ Scope of Work
53	Energy Plan Review Fee (Commercial - New Construction)
54	Energy Plan Review Fee (Residential - New Construction)
55	Energy Plan Review Fee (Residential - Development Model)
56	Plumbing Plan Review Fee
57	Electrical Plan Review Fee
58	Mechanical Plan Review Fee
59	Swimming Pool Plan Review Fee (Custom)
60	Swimming Pool Plan Review Fee (Standardized Plans and Calculations)
61	Over Counter Plan Review Fee
62	Production Housing - Plan Review Fee
Residential Rental Property Inspection Fee Schedule:	
63	Initial Annual Inspection Fee and Registration Fee
64	Annual Program Fee
65	Annual Program Fee Completed Electronically (On Line)
An initial verification inspection is conducted at the first time a property is placed into inventory. A renewal inspection is conducted each year thereafter or on the fourth year for properties that are self-inspected by the owner.	
Additional Inspection Fees:	
66	Building
67	Plumbing, Electrical, Mechanical, etc.
68	Requested Special Inspection
69	Code Compliance Permit (Residence)
70	Code Compliance Permit (Commercial)
71	Code Compliance Permit (Work without a permit)
72	Code Compliance Permit (Reinstate Expired Permit - Final Inspection Only)
73	Code Compliance Permit (Reinstate Expired Permit - Second Inspection due to corrections)

74	Code Compliance Permit (Reinstate Expired Permit - Inspections beyond final remaining)
75	Garage Conversion
Administrative Fees:	
76	Fire Protection Collection Fee
77	Fire District Facilities Admin Fee (Single Family)
78	Fire District Facilities Admin Fee (Multi-Family)
79	Fire District Facilities Admin Fee (Office)
80	Fire District Facilities Admin Fee (Commercial)
81	Fire District Facilities Admin Fee (Industrial)
Other Fees:	
82	Water Meter – Purchase
83	Construction Water – pre-metered internal use
84	Copies
85	Document Imaging Fee (Subdivisions = BP Models Only)
86	Document Imaging Fee (Building Permit Fee)
87	Accessibility Fee (Non-Res Building Permit Fee)
88	NPDES Management Fee (Building Permit Fee)
89	Release of Tax Lien
90	Postage / Handling – Permits
91	Inspection outside of normal business hours
92	Re-inspection Fee
93	Inspections for which no fee is specifically indicated
Building Standards Administration Fee	
94	Permit Valuation - \$1 - \$25,000
95	Permit Valuation - \$25,001 - \$50,000
96	Permit Valuation - \$50,001 - \$75,000
97	Permit Valuation - \$75,001 - \$100,000
98	Every \$25,000 or fraction thereof above \$100,000
Strong Motion Instrumental and Seismic Hazard Mapping	

99	Category 1 (Residential 1 - 3 stories Building Permits over \$5,000)
100	Category 2 (Commercial and Residential over 3 stories Building Permits over \$2,381)
101	Category 1 Permits under \$5,000 and Category 2 Permits under \$2,381

Building Division Table I	
Plumbing Permit Fees - C.P.C.	
Permit Issuance	
1	Filing Fee
2	Filing Fee (Supplementary)
Plan Review	
1	Plan review fees for plumbing work shall be equal to 100% of Plumbing Permit
2	Additional plan review required by changes, additions or revisions to approved plans shall be assessed hourly
3	When plan check goes beyond a second review the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee.
System Fee Schedule	
1	Residential construction (SFR and MFR > 500 sq. ft.
2	Commercial construction - Complete Building
3	Commercial construction - Shell only
4	Commercial construction - Vanilla Shell only
5	Commercial construction - Tenant Improvement
6	Commercial construction - Tenant Improvement (Restaurant)
7	Alterations or Additions residential and commercial
8	Trade Specific (Plumbing Only)
Other Inspection And Fees	
1	Inspection outside of normal business hours
2	Re-inspection Fee
3	Inspections for which no fee is specifically indicated

Building Division Table II	
Electrical Permit Fees - C.E.C.	
Permit Issuance	
1	Filing Fee
2	Filing Fee (Supplementary)
Plan Review	
1	Plan review fees for electrical work shall be equal to 100% of Electrical Permit
2	Additional plan review required by changes, additions or revisions to approved plans shall be assessed hourly
3	When plan check goes beyond a second review the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee.
System Fee Schedule	
1	Residential construction (SFR and MFR > 500 sq. ft.
2	Commercial construction - Complete Building
3	Commercial construction - Shell only
4	Commercial construction - Vanilla Shell only
5	Commercial construction - Tenant Improvement
6	Commercial construction - Tenant Improvement (Restaurant)
7	Alterations or Additions residential and commercial
8	Trade Specific (Electrical Only)
Other Inspection And Fees	
1	Inspection outside of normal business hours
2	Re-inspection Fee
3	Inspections for which no fee is specifically indicated

Building Division Table III	
Mechanical Permit Fees - C.M.C.	
Permit Issuance	
1	Filing Fee
2	Filing Fee (Supplementary)
Plan Review	
1	Plan review fees for electrical work shall be equal to 100% of Mechanical Permit
2	Additional plan review required by changes, additions or revisions to approved plans shall be assessed hourly
3	When plan check goes beyond a second review the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee.
System Fee Schedule	
1	Residential construction (SFR and MFR > 500 sq. ft.
2	Commercial construction - Complete Building
3	Commercial construction - Shell only
4	Commercial construction - Vanilla Shell only
5	Commercial construction - Tenant Improvement
6	Commercial construction - Tenant Improvement (Restaurant)
7	Alterations or Additions residential and commercial
8	Trade Specific (Mechanical Only)
Other Inspection And Fees	
1	Inspection outside of normal business hours
2	Re-inspection Fee
3	Inspections for which no fee is specifically indicated

Planning

Fee Description	
1	Document Copies
2	Accessory Dwelling Unit
3	Annexation Review
4	Appeal - By Applicant
5	Appeal - By Non-applicant
6	Certificate of Compatibility (mobile/manufactured houses)
7	Design Review (administrative, awnings, color change)
8	Design Review (all other administrative)
9	Design Review - SFR Subdivision 5-50 Lots
10	Design Review - SFR Subdivision >50 lots
11	Design Review - MFR Base Fee 1-50 units
12	Design Review - MFR 50+
13	Design Review - New Wireless Telecomm Facility & Comm Bldg Remodel <5k s.f.
14	Design Review - Commercial Structure
15	Development Agreements
16	Environmental - Consultant Study (Pass Through)
17	Environmental – EIR (Pass Thru)
18	Environmental –Initial Study or Environmental Assessment
19	Environmental - Negative Declaration
20	Environmental - Notice of Determination (Pass Thru)
21	Environmental - F&G w/ND/no impacts (Pass Thru)
22	Environmental - F&G w/ND +impacts (Pass Thru)
23	Extension of Approval
24	Fence Height Exception/Tree Removal Permit
25	General Plan Amendment (alone)

26	General Plan Amendment (w/others)
27	Habitat Conservation Plan Administration
28	Home Occupation Permit
29	Commercial/Retail Permit
30	Outdoor Dining Permit
31	Preliminary Plan Review
32	Sign Review - Freestanding (Admin)
33	Sign Review - Wall Sign (Admin)
34	Sign Review - Sign Program
35	Sign Review - Sign Exception
36	Sign Review - Temporary Signs
37	Sign Review - Billboard
38	Subdivision Minor
39	Subdivision Major - Base Fee 1-100 acres
40	Subdivision Major - Base Fee >100 acres
41	Rezoning Request - PUD/Overlay
42	Rezoning Request - Standard Zone
43	Temp Activity Permit
44	Use Permit - Existing Bldg & Non-sensitive
45	Use Permit - New Const and/or Sensitive
46	Variance Review – Standard
47	Zoning Administrator Approval (large day care home, small recycling facility, home occupation permit, telecommunications collocation)
48	Zoning Code Amendment
49	Zoning Compliance Letter
Planning Document Charges:	
50	General Plan
51	General Plan Map
52	Zoning Maps
53	Zoning Ordinance

54	Penalty of Returned Checks
55	Housing Element
56	Subdivision Ordinance
57	Adopted Design Review Guidelines
58	General Plan Update EIR
59	General Plan Update

Engineering

Fee Description	
1	Copies
2	Documents (36" wide paper)
3	Document (18" wide paper)
4	Construction Bid Packages
5	Parcel Map Waiver
6	Minor Subdivision Map Check
7	Major Subdivision Map processing fee - Base Fee
8	Subdivision Improvement Plan Check
9	Subdivision Improvement Inspection (\$0-\$500k)
10	Subdivision Improvement Inspection (\$500,001 - \$5M)
11	Subdivision Improvement Inspection (> \$5 million)
12	Encroachment Plan Check - Simple
13	Encroachment Inspection - Simple
14	Encroachment Permit Plan Review
15	Encroachment Permit Inspection
16	Grading Plan Review
17	Grading Inspection
18	Development Agreement Preparation
19	Right-of-Way Easement Aband/Vac
20	Address Change/New Add.
21	Street Name Change
22	Flood Zone Verification
23	Transportation Permit (2 day permit)
24	Transportation Permit (Annual)
25	Plan Check - Single Parcel (SF)
26	Inspection - Single Parcel (SF)
27	Plan Check - Single Parcel (MF)

28	Inspection - Single Parcel (MF)
29	Plan Check - Single Parcel (Acreage)
30	Inspection - Single Parcel (Acreage)
31	Final Map Mylar Deposit
32	As Built Mylar Deposit
33	Sewer Inspection Deposit
33 A	Storm Drain Inspection Deposit
34	Geographical Information System (Residential - Base)
35	Geographical Information System (Commercial)
NPDES Plan Review (SWPPP and/or C.3 Storm water Control Plan)	
36	10,000 sf to 1 acre or Risk Factor 1
37	>1 acre or Risk Factor 2 and 3
38	NPDES Inspection Risk Factor 1
39	NPDES Inspection Risk Factor 2 and 3
40	Work Without Permit Investigation
Engineering Document Charges	
41	Water Master Plan
42	Waste Water Master Plan
43	CIP (Capital Improvement Project)
44	Grading Erosion Sediment Ordinance
45	City's Specs and Details (Pkg. of 2)
46	City's Specs (Pkg. of 1)
47	City's Detail (Pkg. of 1)
Impact Fees	
48	Water Connection (Facility Reserve Fee)
49	Sewer Connection (Facility Reserve Fee)
50	Regional Traffic Mitigation Fee
51	Pittsburg Traffic Mitigation Fee
52	In-Lieu Parkland Dedication Fee

Public Works - Water Service Charges

Fee Description	
1	New Utility Account Set-up
2	Meter Shut Off/Meter Turn On
3	Meter Shut Off (Meter locked)/Meter Turn On
4	Meter Shut Off (Meter pulled)/Meter Turn On
5	Meter Tampering fee (No active account)
6	After hours turn-ons
7	Verify meter reads
8	Fire hydrant meter - check or field read
9	Field test - water meter (up to and including 2" - from front hose bib)
10	Remove and test - water meter: 5/8" to 1"
11	Remove and test - water meter: 1 1/2" to 2"
12	Test - water meter > 2" and all others not listed
13	Sewer Back-up (customer's lateral)
14	Bacteriological Testing - first
15	Bacteriological Testing - additional
16	New Hydrant Account Set-up
17	NSF
18	ACH Reject
19	Credit Card Fraud
20	Write-off/Collection Processing
21	Meter Replacement
22	Trip Charge

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**CITY OF PITTSBURG
PLANNING COMMISSION
STAFF REPORT**

ITEM: Edgewater Apartments, AP-17-1228 (DA, DR, FE, SR).

ORIGINATED BY: Kris Kamerzell, Discovery Builders, Inc., 4061 Port Chicago Highway, Suite H, Concord, CA 94520

SUBJECT: This is a public hearing on a request for a recommendation for City Council approval of a development agreement and plans to construct a 62-unit, two-story apartment complex on a vacant, 4.42-acre parcel located along the east side of Carion Court, across from Martin Luther King Jr. Junior High School. The applicant is also requesting approval of a fence height exception to establish a six-foot tall fence within the required front yard and an approximately five and one-half-foot-tall freestanding monument sign at the entrance of the project. The property is within the RM (Medium Density Residential) District. Assessor's Parcel Number: 073-190-033.

RECOMMENDATION:

Staff recommends that the Commission adopt Resolution No. 10085, recommending City Council approval of Development Agreement, Design Review, Fence Height Exception, and Sign Review Application No. 17-1228, subject to conditions.

BACKGROUND:

On December 15, 2011, Discovery Builders, Inc., filed Application No. 11-810, requesting approval of a General Plan Amendment and rezoning of the 4.42-acre subject parcel from CS-O (Service Commercial with a Limited Overlay, Ord. 07-1284) District to RM District. At that time, the application included a plan to subdivide the subject site into 33 single family lots.

On September 16, 2013, the City Council adopted Resolution No. 13-12039, adopting a mitigated negative declaration (MND) and mitigation monitoring program, and amending the General Plan Land Use designation of the 4.4-acre project site from Business Commercial to Medium Density Residential. Following that meeting, on October 21, 2013, the City Council adopted Ordinance No. 13-1378, re-zoning the subject site from CS-O to RM District. Due to changes in market demand following approval of the rezone, the applicant chose not to proceed with subdivision of the site.

PROJECT DESCRIPTION:

Existing Conditions: The project site includes 4.42 acres of mostly undeveloped, flat land along the east side of Carion Court, across from Martin Luther King Jr. Junior High School. While a majority of the site is bare dirt, there is an approximately 28-foot-wide paved drive aisle running along the southern boundary of the property, and a smaller, 21-foot-wide drive aisle along the eastern property line; these easements provide an

Planning Commission Staff Report

alternative access off Carion Court to the surrounding commercial and light industrial buildings. An existing 6-foot tall metal picket fence currently runs along the west side of the property, parallel to Carion Court.

Surrounding Land Uses: See Attachment 4, "Project Location Map and Existing Conditions," for an overview of surrounding uses.

Proposed Project: The proposed apartment project consists of four, two-story 'garden-style,' walk-up apartment buildings, as well as related site improvements including drive aisles, parking, landscaping, walkways, lighting, and trash enclosures. The project proposes two different building types, including three 16-unit buildings (Type A), and one 14-unit building (Type B). In total, the project proposes 32 one-bedroom, one-bathroom units, and 30 two-bedroom, two-bathroom units, ranging in size from 741-939 s.f. in size. All units would include a kitchen, dining area, living room, in-unit washer and dryer, private patio, one walk-in closet, and a private storage area (separate from interior closet space). Three garage structures available to residents would be located along the eastern side of the development.

The clubhouse and apartment buildings feature several architectural design elements intended to provide visual interest and break up large expanses of blank walls, including round river rock siding along the lower portion of the building, as well as blue tile accents. A six-foot tall, open-style metal picket fence currently runs along the western boundary of the property, within the required front-yard setback area; the applicant has requested a fence height exception in order to legalize this fencing, and has proposed continuing the metal fencing along the north and south sides of the project area, in order to create a cohesive aesthetic. Landscaping would also be installed along the majority of the fencing.

The complex's sole vehicular entrance, as proposed, would be located along Carion Court. Two automatic security gates would be located at the end of the entry drive within the interior of the project site, and would be perpendicular to the street frontage, reducing the visual impact of these gates. The developer has also requested approval of a freestanding monument sign at the north side of the entry drive, along Carion Court, to identify the proposed project. A total of 171 parking spaces would be distributed throughout the project site, including 18 garage spaces, 62 carport spaces, and 91 uncovered spaces.

The project includes an approximately 1,300 s.f. clubhouse with a fitness area. The center of the development, behind the clubhouse, would include a spa and BBQ area for residents. Approximately 27 percent of the project area would be landscaped. Landscaping would include large shade trees located throughout the parking area and along Carion Court at the project entrance, decorative accent trees around the perimeter of the apartment buildings and clubhouse, and an approximately 5,700 s.f. open lawn area.

Planning Commission Staff Report

The applicant has also proposed to enter into a development agreement with the City which would require the developer to: 1) pay to the City \$9,000 per year, for five years, to develop a bike share station near the project; 2) complete the sidewalk along the west side of Loveridge Road, from the corner of California Avenue to the Praxair driveway; and 3) develop off-site amenities, including a pedestrian trail at least 1/4 -mile in length, within the stormwater basin area at the northern end of Carion Court.

GENERAL PLAN/CODE COMPLIANCE:

General Plan: The property has a General Plan land use designation of Medium Density Residential, which is intended to provide sites for residential development at densities ranging from 7 to 14 units per gross acre. The proposed multifamily residential project proposes a density of approximately 14 dwelling units per acre, and is therefore consistent with the uses and density envisioned by the General Plan for the Medium Density Residential land use designation.

A full analysis of the project's consistency with all applicable general plan goals and policies can be found in Attachment 5 to this report.

Zoning: The property is located within the RM (Medium Density Residential) District. The proposed multifamily residential project is a permitted use within the RM District, subject to design review approval by the Planning Commission. As shown in Attachment 6, the proposed use would meet or exceed the development regulations for properties located within the RM District.

Development Review Design Guidelines: The proposed development is subject to the City's adopted Development Review Design Guidelines (DRDG), adopted by Planning Commission through Resolution No. 9864. As shown in Attachment 7, the proposed project is consistent with the applicable DRDG sections, most notably those that call for high quality design and materials to be used, a variety of building sizes and massing from a streetscape perspective (III.c), and parking lots that do not dominate the street frontage (III.e).

The proposed project would also be in conformance with DRDG section IV, "Green Building Design Guidelines," if conditions are added to require: 1) all residential buildings and carports be prewired for solar photovoltaic panels; 2) installation of a high-visibility crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School; and 3) bicycle parking for at least 10 bicycles be provided.

Development Agreement: Pursuant to PMC 18.44.020, the City Council adopted procedures and requirements for considering, adopting and reviewing development agreements on November 25, 1996, through Resolution No. 96-8371. Article V, Section A of City Council Resolution No. 96-8371 states that the Planning Commission shall hold a public hearing to consider the application for a development agreement and may make recommendations to the City Council concerning the application.

Planning Commission Staff Report

Required Development Agreement Findings: Pursuant to City Council Resolution No. 96-8371, the Planning Commission must make a recommendation on a development agreement prior to City Council consideration. The City Council may adopt the ordinance approving a development agreement if it finds that:

- A. the development agreement is consistent with the General Plan and any applicable specific plan; and
- B. the development agreement would promote the public health, safety, and general welfare.

Required Design Review Findings: In order to recommend approval of a design review application, the Commission must determine, in accordance with PMC section 18.36.220 (B) and 18.36.230, that:

- A. the structure conforms with good taste, good design and in general contributes to the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality;
- B. the structure will be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable;
- C. the exterior design and appearance of the structure is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value;
- D. the structure is in harmony with proposed developments on land in the general area; and
- E. the application conforms with the criteria set forth in any applicable city-adopted design guidelines.

Required Fence Height Exception Findings: Pursuant to PMC section 18.84.205(F), the maximum allowable fence height may be increased through the issuance of a fence height exception. In order to recommend approval of a fence height exception, the Planning Commission must determine in accordance with PMC section 18.84.205.F.2, that the proposed fence structures:

- A. will not infringe upon the light, air circulation, or visual openness of surrounding properties;
- B. will not detract, impair or destroy the characteristics of the established area; and,
- C. will not be detrimental to the health, safety or welfare of persons residing or working in or adjacent to the area or neighborhood of such structure.

Planning Commission Staff Report

Required Freestanding Sign Review Findings: In order to recommend approval of the proposed freestanding sign, the Planning Commission must determine in accordance with PMC section 19.12.020(A), that one or more of the following applies:

- A. The business, use or building is set back from the street or obscured from view by adjacent structures or vegetation in such a manner that adequate identification cannot be obtained from a sign placed on the building;
- B. A freestanding sign is necessary to provide the business or use with a comparable degree of identity from the street as that available to businesses or uses on neighboring premises but that does not provide an unfair advantage over similar businesses or uses;
- C. The size or width of the property upon which the business or use is located is such that a sign or signs placed on the building do not adequately identify the premises occupied by that use;
- D. The architectural style, materials, or elements of construction are such that signs attached to the building would be in conflict with the provisions of Chapter 18.36 PMC; or
- E. The sign is a master identification sign for a shopping center of four or more individual businesses.

Environmental: This project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 32, "In-Fill Development Projects," of the state CEQA Guidelines, section 15332.

In order to ensure significant negative effects related to traffic, noise, air quality, water quality, and utility and public services do not occur, the project (as proposed) includes the following components: 1) the developer will install a high visibility crosswalk and overhead pedestrian crossing sign with flashing beacons, extending from the project entrance to the school located across Carion Court; 2) all units will be provided heating and air conditioning so windows may be kept closed at the discretion of occupants, and all recommendations from the acoustical study prepared for the project will be incorporated into building and site design; 3) the developer will comply with Bay Area Air Quality Management District (BAAQMD) basic construction mitigation measures; and 4) the developer will reimburse the City for costs of completing a model/study to determine potential increases in wastewater flows, and increase pipe sizes as needed. Additionally, the proposed development agreement will require the developer annex into community facilities districts to fund public safety, fire, and stormwater services.

Public Notice: On Friday, January 12, 2018, in accordance with Government Code section 65091, and PMC section 18.14.020C and F, a "Notice of Public Hearing," for the January 23, 2018, public hearing on this item (Attachment 9) was published in the East County Times; was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property

owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice.

ANALYSIS:

As previously mentioned, the project proposes to include a single tenant entrance/exit off Carion Court, across from Martin Luther King Jr. Junior High School. In addition, the project includes an emergency vehicle access (EVA) point at the southeast corner of the site, at the terminus of a driveway running through the existing commercial center, which includes a Starbucks, Jack-In-The-Box restaurant, and gas station; a publicly-accessible access easement running along the southern end of the site behind the commercial center connects Carion Court to the commercial drive aisle.

Both Carion Court and the commercial driveway intersect with California Avenue at separate points. The intersection of Carion Court and California Avenue is not signalized, potentially making left turns onto eastbound California Avenue, particularly during peak traffic hours, when cars would be turning onto Carion Court to drop students off, difficult; in comparison, the intersection of the commercial driveway and California Avenue is signalized, making left turns onto California and access to SR4 easier. Morning commuters looking to access the freeway, or getting coffee, gas, or breakfast would likely favor the signalized intersection, requiring them to exit the development onto Carion Court, then waiting to turn left onto the easement drive. Staff believes that allowing tenants to utilize the proposed EVA during peak traffic hours would reduce traffic in front of the junior high school, and as such, has proposed a condition of approval that would require the EVA access gate be made available Monday through Friday for tenant entry and exit, at a minimum, between the hours of 7:00-9:00 a.m. and 1:00-4:00 p.m.

Overall, the proposed project is consistent with applicable policies contained within the General Plan, as shown in Attachment 5. Most notably, the proposed project is consistent with Housing Element Goal G-1, which encourages the City to foster development of a variety of housing types, densities, and prices to balance the City's housing stock and meet Pittsburg's regional fair share housing needs for people of all income levels. The project would contribute to the improvement of the area by developing a long-standing vacant parcel to include 62 market-rate apartment units, which would attract moderate to above-moderate income households, near a portion of the City which includes a large amount of low- and very low-income units (Attachment 4), helping to establish a mixed-income community and provide a variety of housing types within this subarea, and help the City reach its regional fair share housing goals.

Further, staff believes that the proposed project's design, apartment sizes, amenities, (including detached garages, electric vehicle charging stations, fitness center, and proposed adjacent recreational trail), location near commercial opportunities and the junior high school, and easy access to State Route 4 would make these units desirable.

Planning Commission Staff Report

The proposed development agreement (Attachment 2) is consistent with General Plan, specifically: policy 3-P-1, in that it requires the developer construct C.3 facilities within an off-site location to ensure adequate provision of public stormwater facilities and infrastructure; policies 3-P-16, 3-P-17, 4-P-83, 7-P-39, and 7-P-42, in that it requires the developer complete the sidewalk along the west side of Loveridge Road from California Avenue to the driveway of Praxair to allow additional pedestrian movement and the establishment of a bus stop; and policies 8-P-1, 8-P-2, and 8-P-11, in that it requires payment of fees to help the City meet its park and recreation facility standards.

With the inclusion of conditions of approval related to the secondary access point and installation of a high-visibility crosswalk extending from the project entrance to the school located across Carion Court, as well as conditions requiring that: 1) carports visible from the public right-of-way and commercial center be finished with roof material and pitch similar to the main buildings; 2) the first-floor exterior of each proposed building be painted a different color than the second floor; and 3) crosswalks between across Carion Court and adjacent to project access points be finished with colored and/or stamped concrete, the Planning Commission can make the required findings to recommend approval of the proposed development agreement and architectural and site development plans. In addition, staff believes the requested fence height exception and freestanding monument sign approvals are warranted, in that the proposed fence location would provide increased security at the project site and maintain continuity between the proposed fence line and the property to the south, and the proposed monument sign would attractively identify the main entrance and help provide a sense of place.

ACTION REQUIRED:

Staff recommends that the Commission adopt the attached Resolution No. 10085, recommending City Council approval of a development agreement, design review, sign review, and fence height exception for the Edgewater Apartments, subject to conditions.

ATTACHMENTS:

1. Proposed Resolution No. 10085
2. Exhibit A to Resolution No. 10085 (Development Agreement)
3. Project Plans, date stamped August 25, 2017
4. Project Location Map and Existing Conditions Photos
5. Applicable General Plan Goals and Policies
6. Property Development Regulations
7. Development Review Design Guidelines
8. Noise and Vibration Assessment
9. Public Hearing Notice and Vicinity Map

Prepared by: Jordan Davis, AICP, Senior Planner



MEMORANDUM

Memo: January 23, 2018
To: Planning Commission
From: Jordan Davis, AICP, Senior Planner
RE: Edgewater Apartments, AP-17-1228 (DA, DR, FE, SR)

The draft development agreement, provided as Exhibit A of proposed Resolution No. 10085 (Attachment 2 of the staff report for the project), is missing a few items that will be added prior to City Council consideration, and which generally include the following:

1. additional language to allow for the termination of the development agreement once the developer has completed the project and complied with all conditions in the agreement;
2. requirement for execution of a separate memorandum of understanding (MOU) outlining the conditions for use, construction, and continuous maintenance of the proposed off-site C.3 (bioretention) facilities;
3. requirement for a central irrigation system within the C.3 facility;
4. additional language to allow for a reduced bike share funding obligation in the event the City does not maintain such a program; and
5. requirement that the developer pay the current parkland in-lieu fee in place at the time building permits are issued, rather than a pre-defined amount.

Required Action: If the Commission has no objections to the additional items, staff recommends that the motion be modified to include the items listed above.

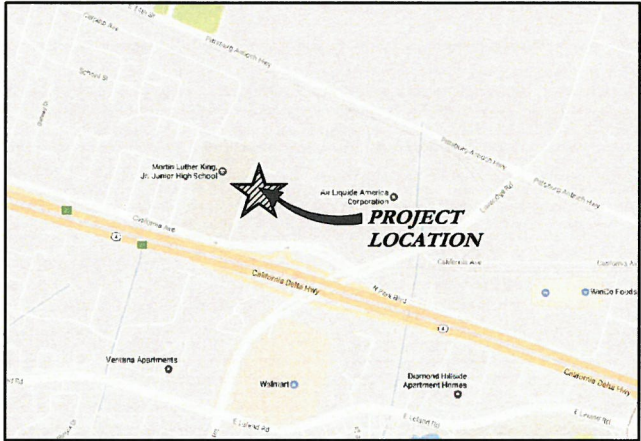
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PLANNING DIVISION



EDGEWATER APARTMENTS

PITTSBURG, CALIFORNIA

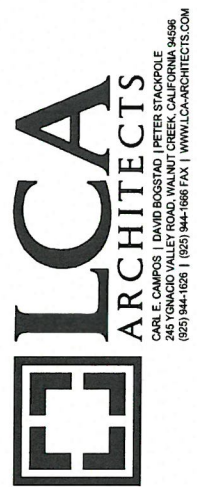
VICINITY MAP
NOT TO SCALE



SHEET INDEX

- A1 CONCEPTUAL SITE PLAN
- A2.1 BLDG TYPE 'A' - MASSING & ROOF PLANS
- A2.2 BLDG TYPES 'B' - MASSING & ROOF PLANS
- A3.1 BLDG TYPE 'A' - ELEVATIONS
- A3.2 BLDG TYPE 'B' - ELEVATIONS
- A4.1 CLUBHOUSE - MASSING & ROOF PLANS
- A4.2 CLUBHOUSE & TRASH ENCLOSURE - ELEVATIONS
- A4.3 TYPICAL GARAGE - PLANS & ELEVATIONS
- A5.1 UNIT TYPE 'A' - FLOOR PLANS
- A5.2 UNIT TYPE 'B' - FLOOR PLANS
- A6 COLOR CHART & DESIGN ELEMENTS
- A7 SITE ENTRY SIGN & EQUIPMENT SCREEN

EDGEWATER APARTMENTS
CARION COURT, PITTSBURG, CALIFORNIA



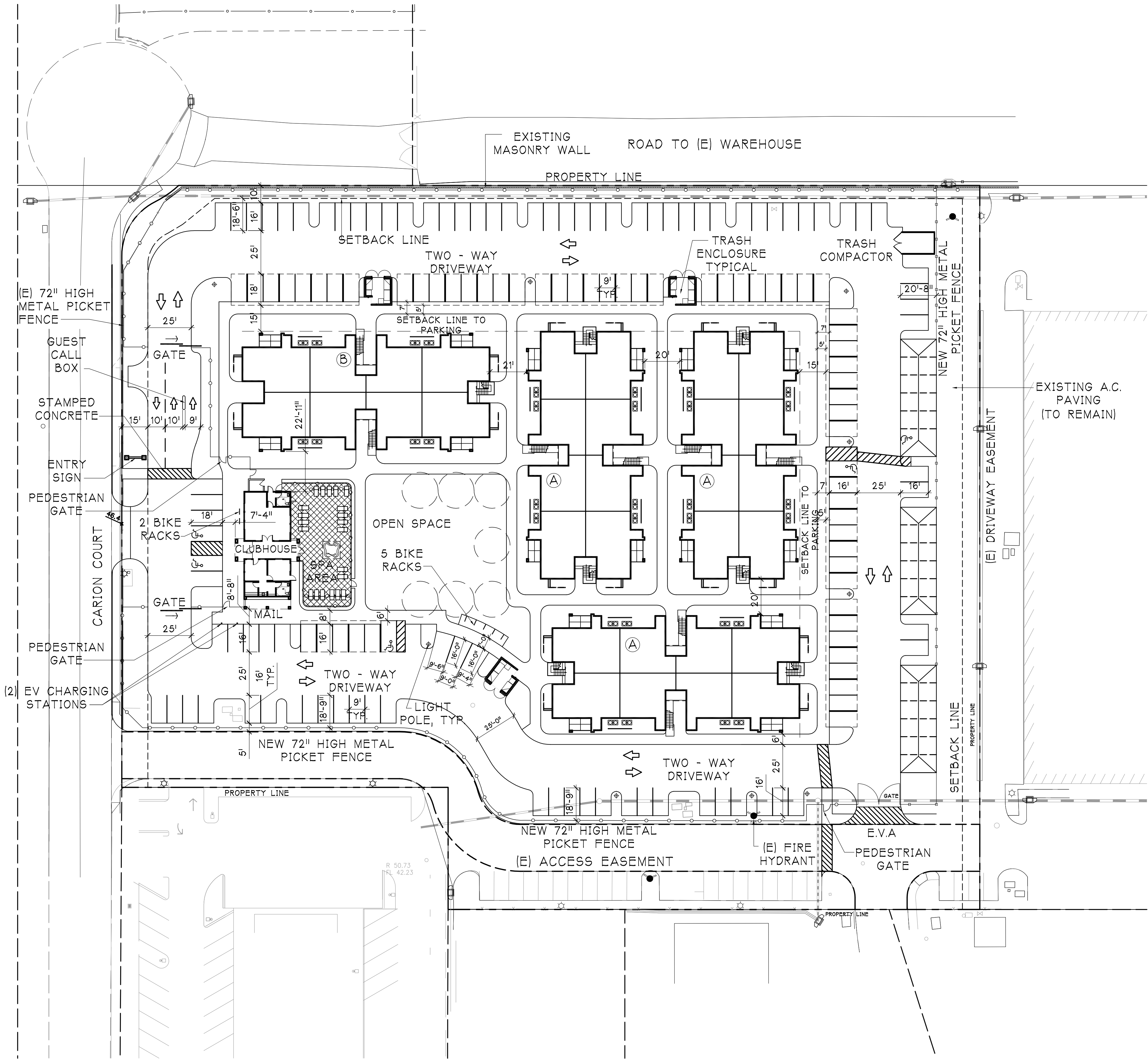
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COVER SHEET

SCALE: N.T.S.
DATE: 08 / 10 / 2017

REVISIONS:
05 / 12 / 2017
06 / 05 / 2017
08 / 10 / 2017

PROJECT NO. 10011
A0
SHEET OF



PROJECT DATA			
TOTAL GROSS PROJECT SITE AREA		4.418 AC	192,448 S.F.

MEDIUM DENSITY RESIDENTIAL (RM)
4.418 ACRES X 14 UNITS/ACRE = 62 UNITS ALLOWED

LOT COUNT		NO. OF BLDGS		NO. OF UNITS/BLDG	
BLDG TYPE A	7152 S.F.	3	X	16	= 48
BLDG TYPE B	7152 S.F.	1	X	14	= 14
TOTAL				UNITS 62	

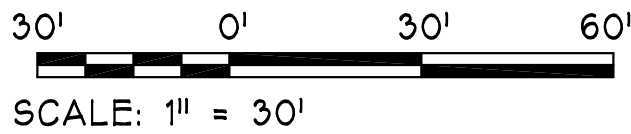
1 BR	32	UNITS	51.61%
2 BR	30	UNITS	48.39%

PARKING REQUIRED	
PARKING REQUIRED BY CITY STANDARDS:	
1 BR (2 SPACES PER UNIT)	64 SPACES
2 BR (2.5 SPACES PER UNIT)	75 SPACES
TOTAL	139 SPACES

PARKING PROVIDED	
CARPORT SPACES (1 SPACE/UNIT)	62 SPACES
GARAGE SPACES	18 SPACES
STANDARD OPEN SPACES	89 SPACES
TOTAL SPACES PROVIDED	169 SPACES
ACCESSIBLE SPACES INCLUDED	5 SPACES

ACCESSIBLE PARKING REQUIRED	
COVERED UNITS (GROUND FLOOR)	32 UNITS
REQUIRED PARKING FOR COVERED UNITS	72 SPACES
ACCESSIBLE PARKING FOR COVERED UNITS (2%)	2 SPACES
GUEST PARKING SPACES AVAILABLE (MAXIMUM)	32 SPACES
ACCESSIBLE PARKING FOR GUESTS (5%)	2 SPACES
TOTAL ACCESSIBLE PARKING	4 SPACES

CONCEPTUAL SITE PLAN



EDGEWATER APARTMENTS
CARION COURT, PITTSBURG, CALIFORNIA

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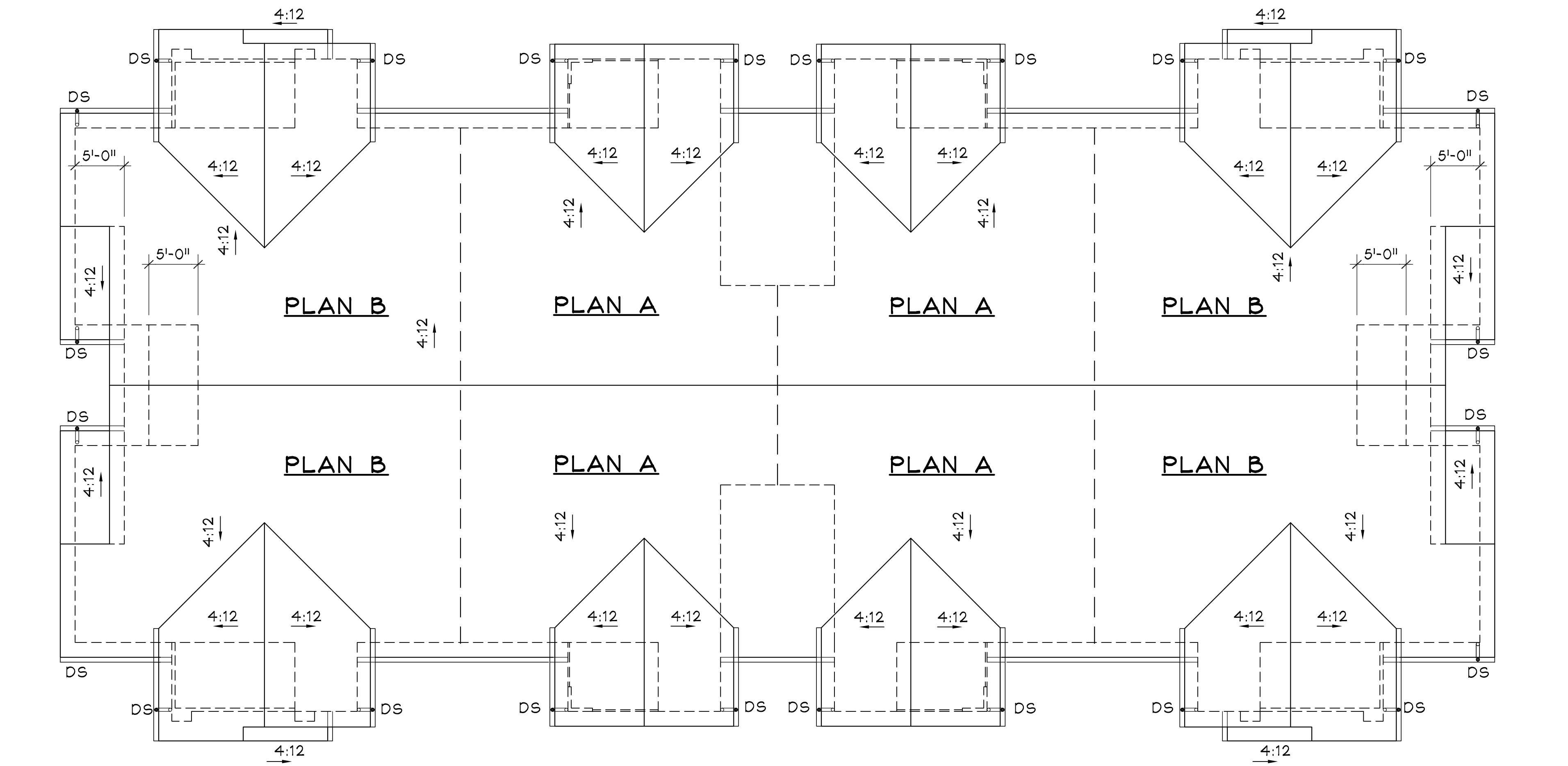
CONCEPTUAL SITE PLAN, PROJECT DATA

SCALE: AS SHOWN
DATE: 08 / 10 / 2017

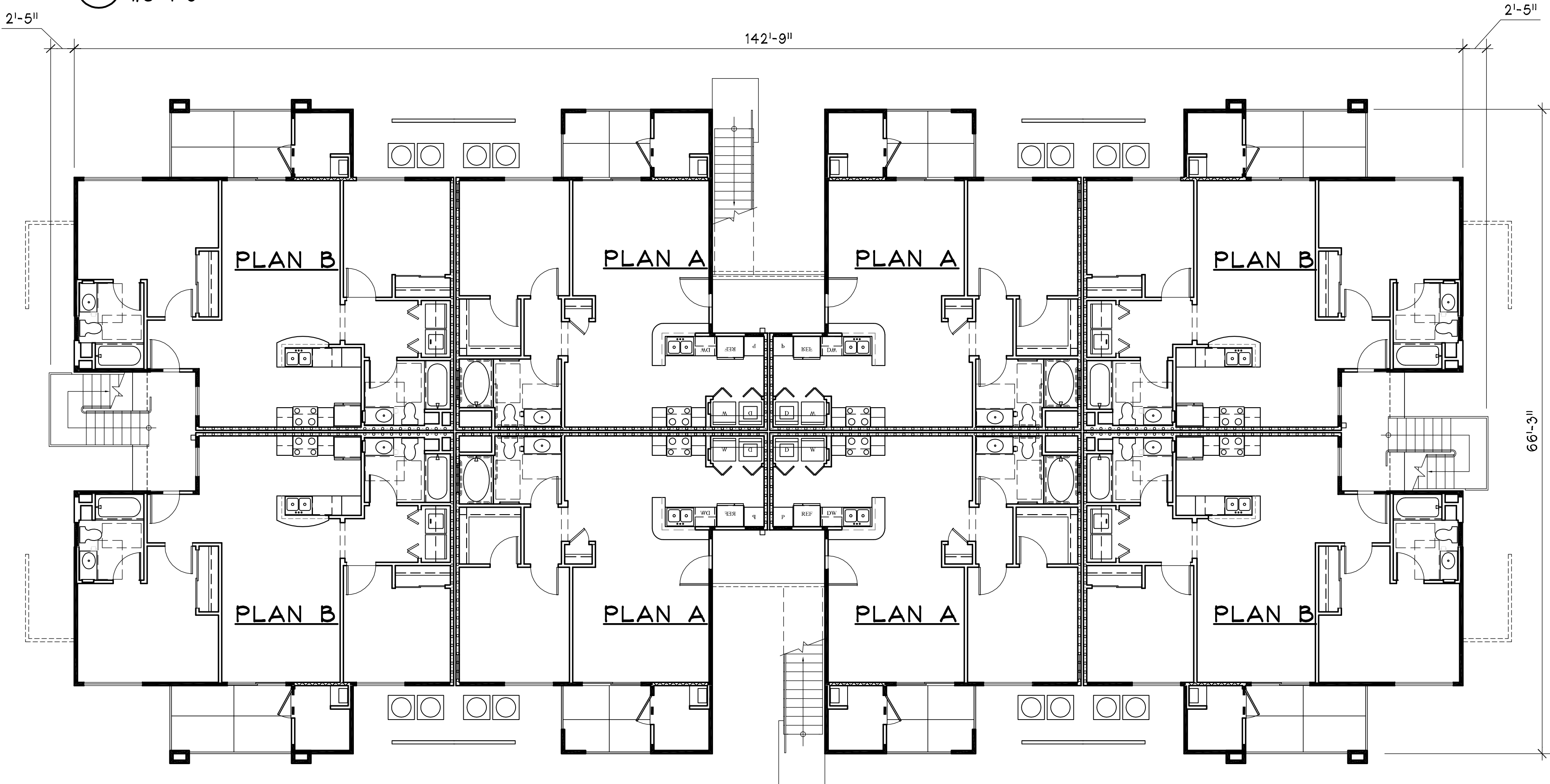
REVISIONS:
05 / 12 / 2017
06 / 05 / 2017
08 / 10 / 2017

PROJECT NO. 10011

PLAN A: 1 BR, 1 BATH
PLAN B: 2 BR, 2 BATH



1 ROOF PLAN - BUILDING TYPE A
1/8"=1'-0"



2 MASSING PLAN BUILDING TYPE A - 1ST FLOOR
1/8"=1'-0"



CARLE CAMPOS | DAVID BOGSTAD | PETER STACOPOL
245 YGNACIO VALLEY ROAD, WALNUT CREEK, CALIFORNIA 94596
(925) 944-1626 | (925) 944-1666 FAX | WWW.LCA-ARCHITECTS.COM

EDGEWATER APARTMENTS

CARION COURT, PITTSBURG, CALIFORNIA

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MASSING &
ROOF PLAN
TYPE A
16 UNITS

SCALE:
DATE: 08 / 10 / 2017

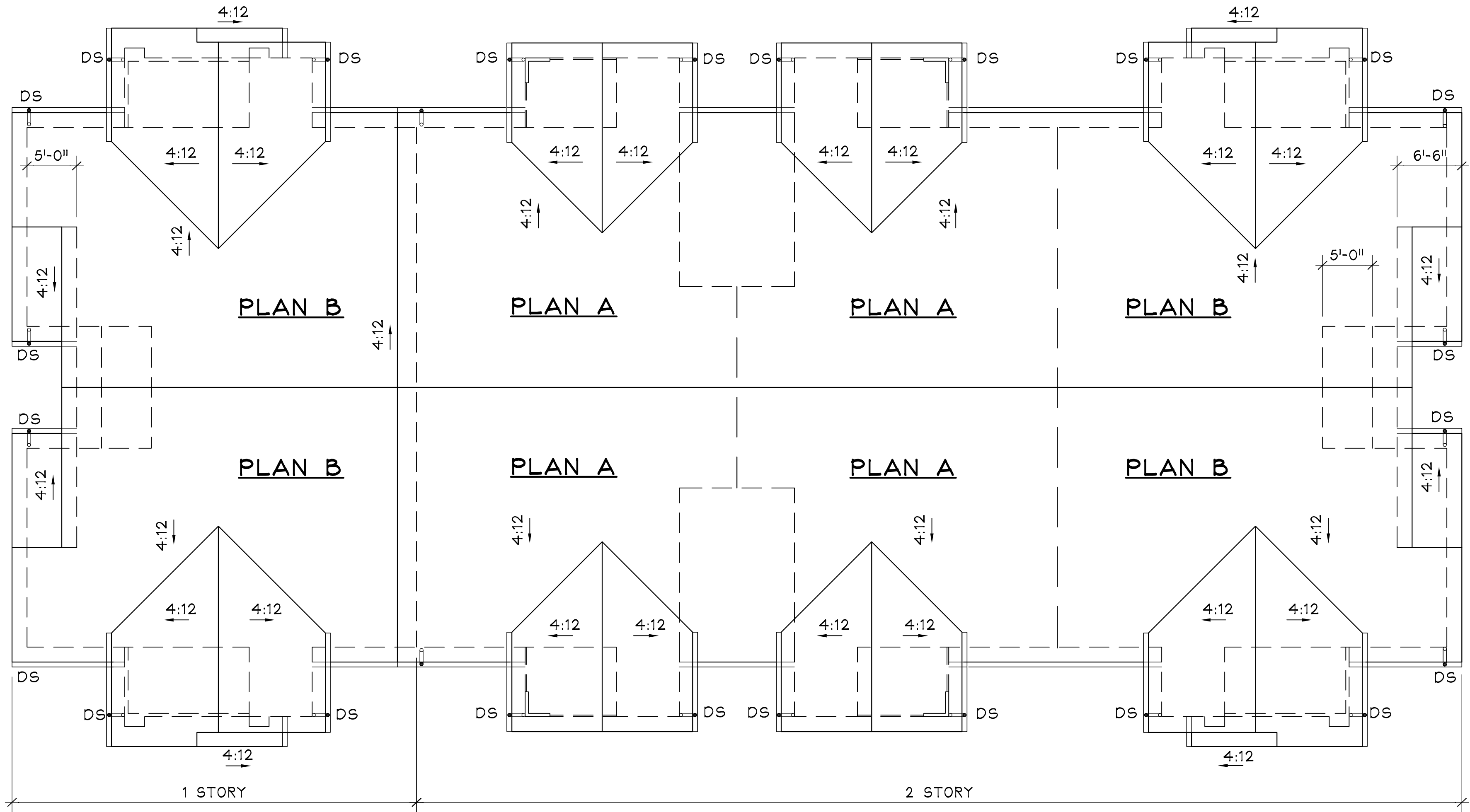
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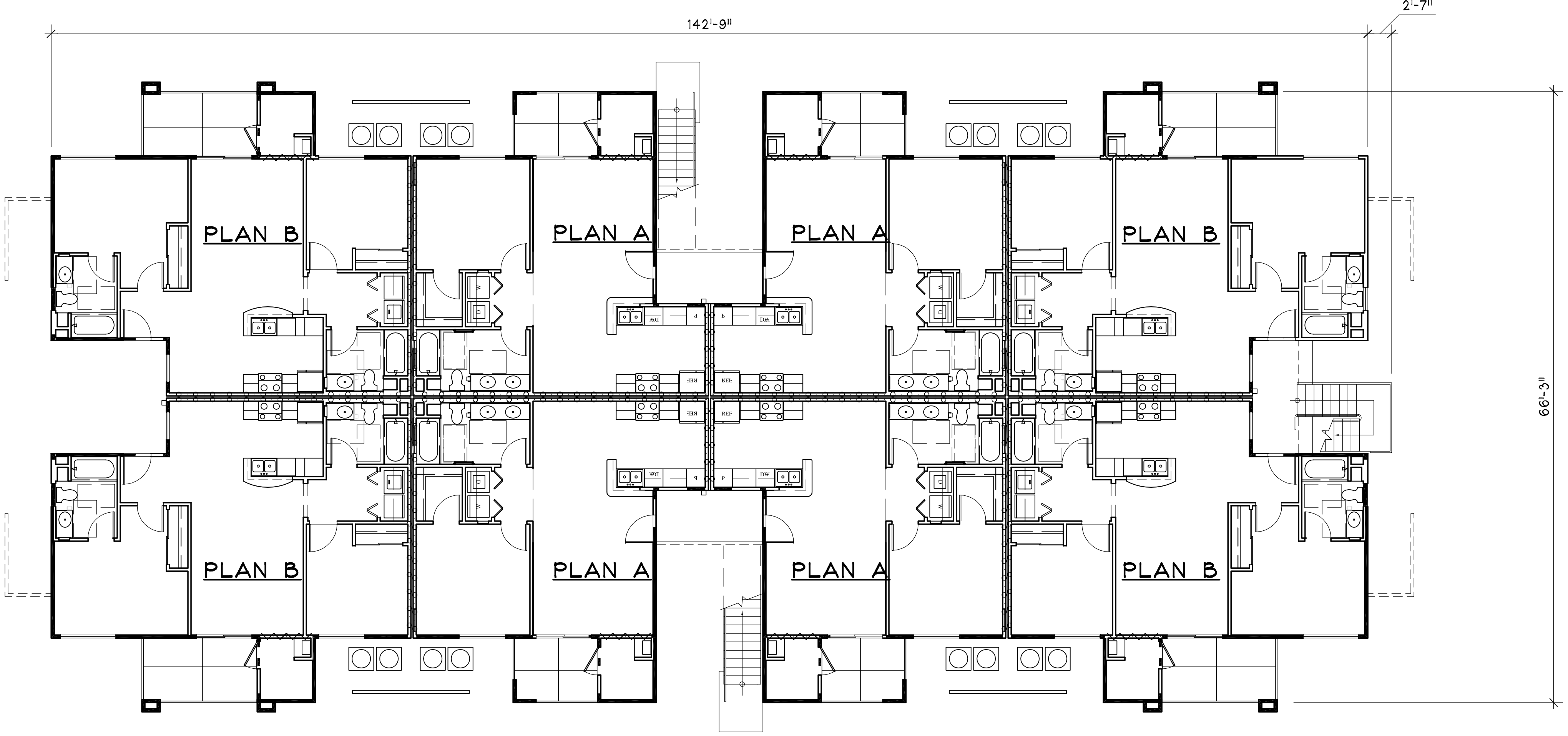
A2.1

SHEET OF

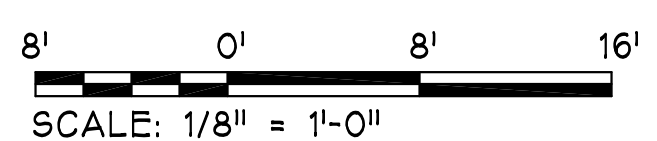
PLAN A: 1 BR, 1 BATH
PLAN B: 2 BR, 2 BATH



1 ROOF PLAN - BUILDING TYPE B
1/8"=1'-0"



2 MASSING PLAN BUILDING TYPE B - 1ST FLOOR
1/8"=1'-0"



EDGEWATER APARTMENTS
CARION COURT, PITTSBURG, CALIFORNIA

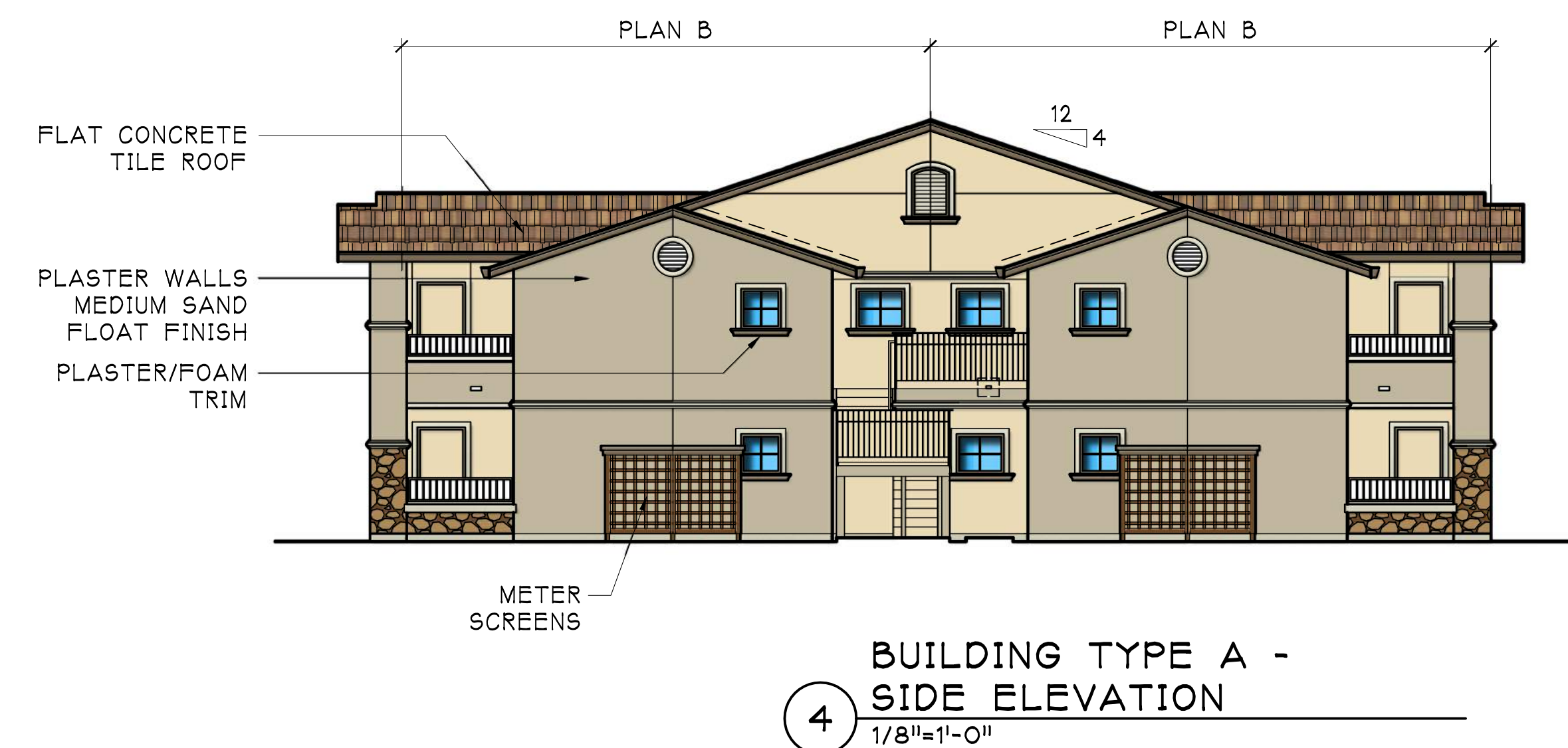
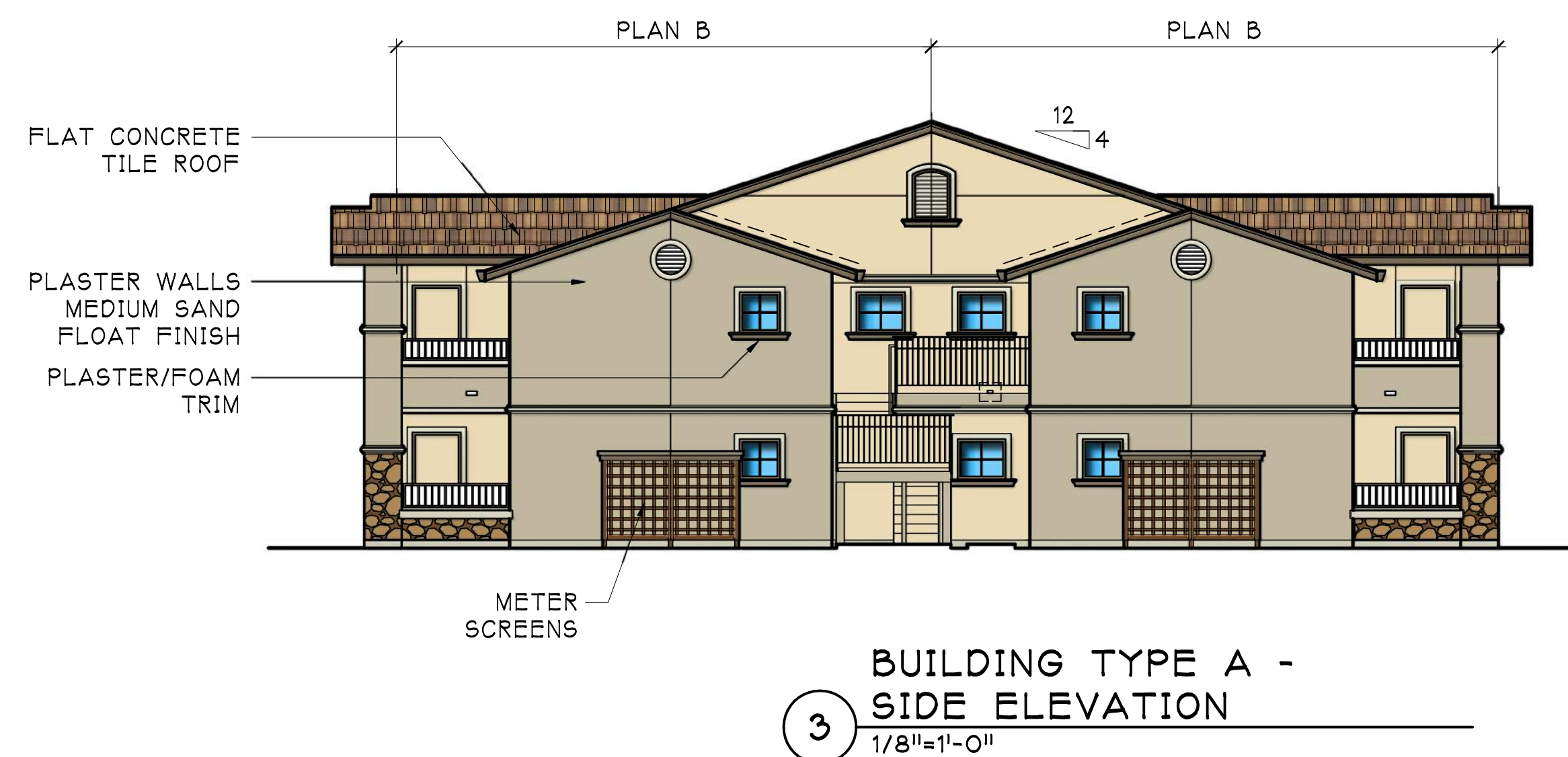
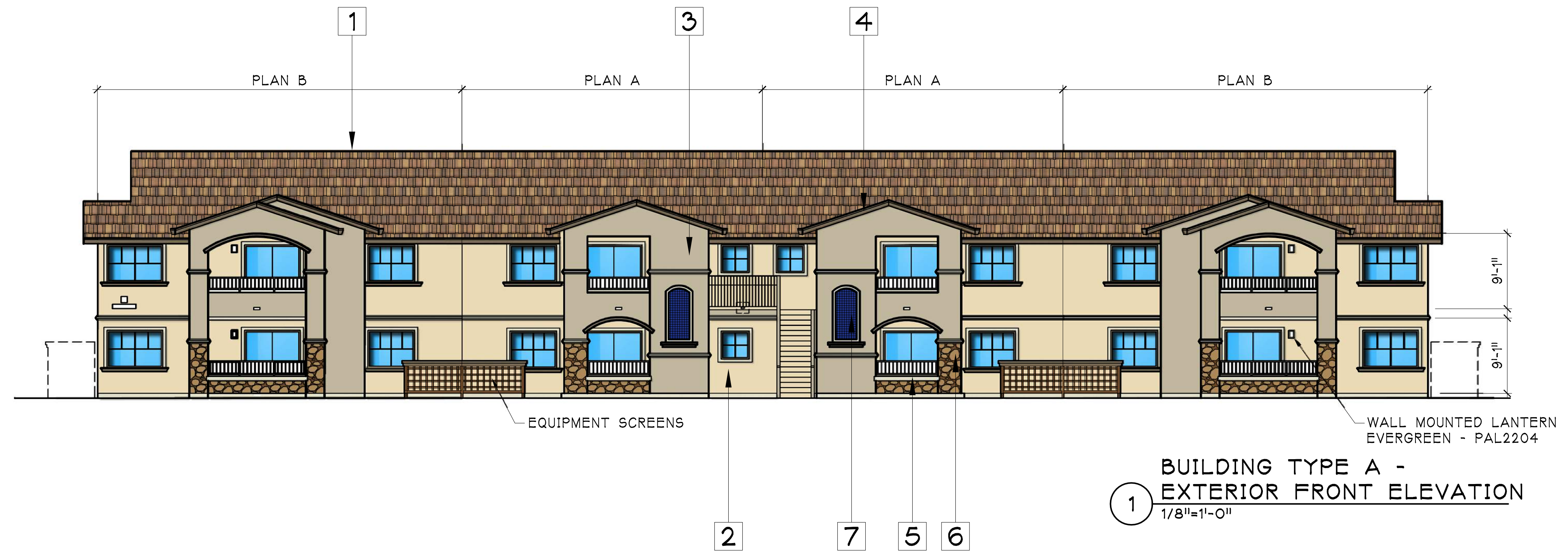
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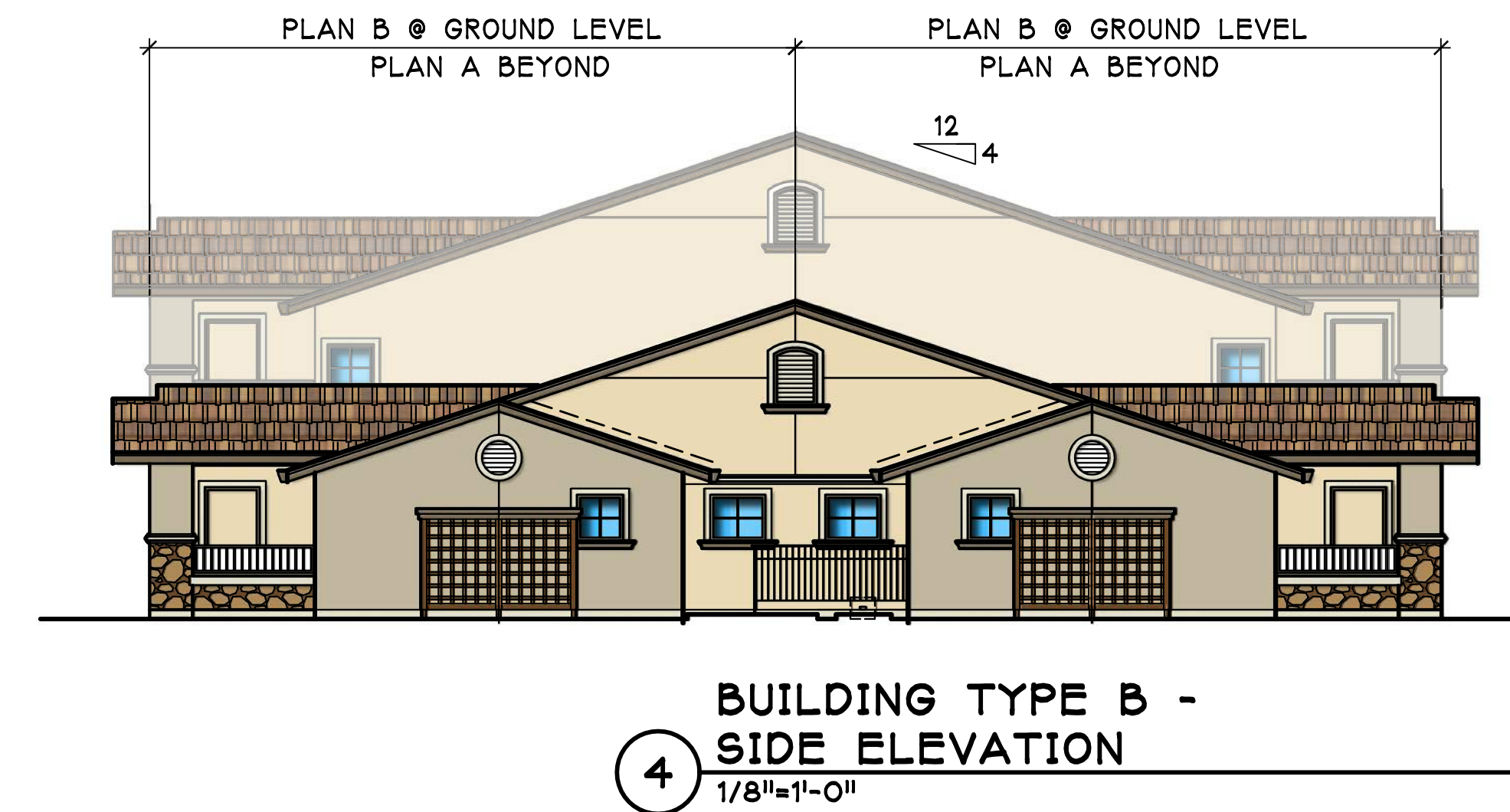
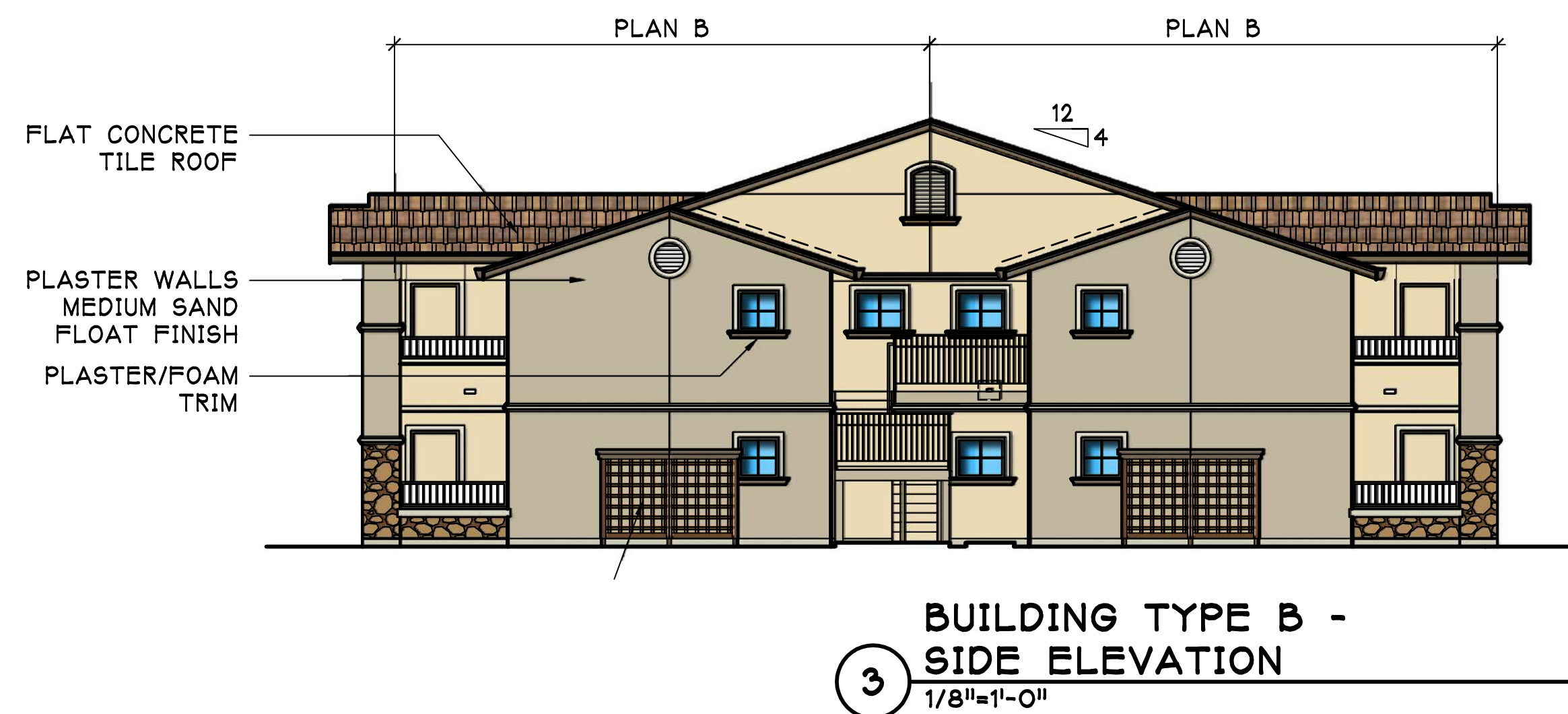
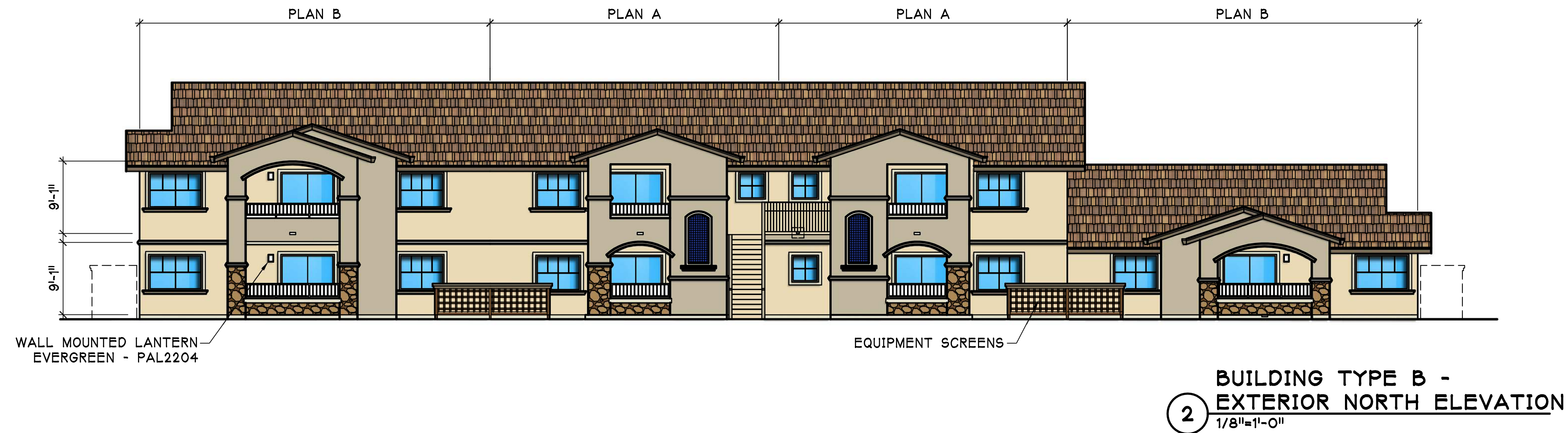
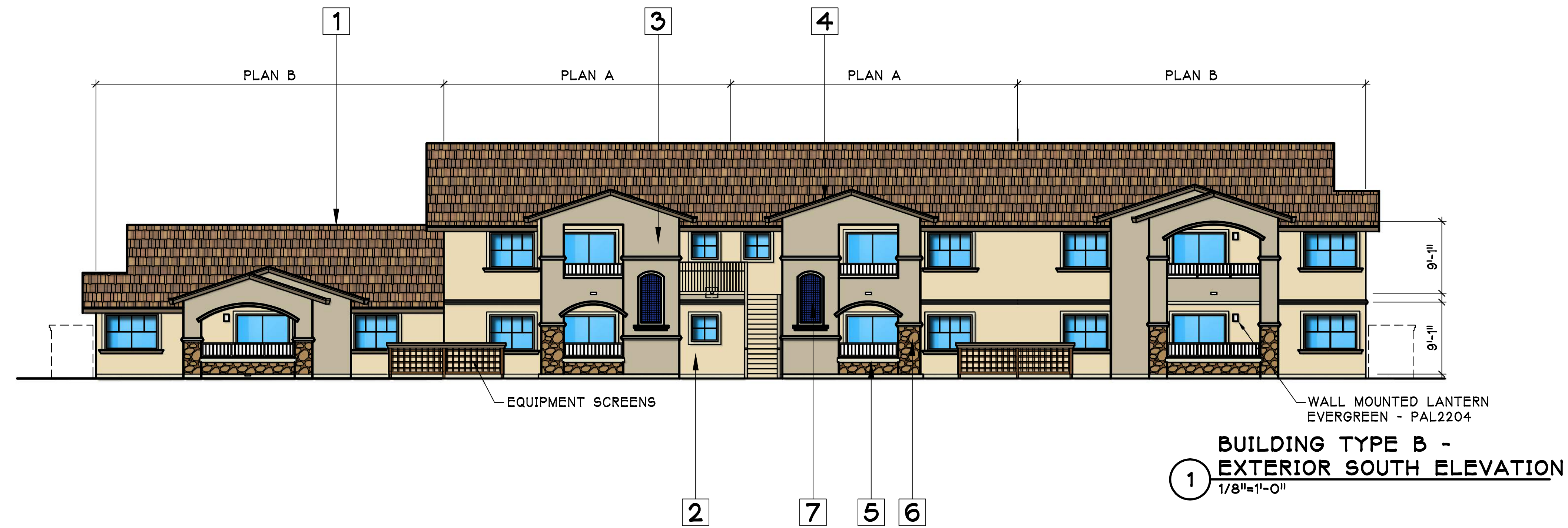
**MASSING & ROOF PLAN
TYPE B
14 UNITS**

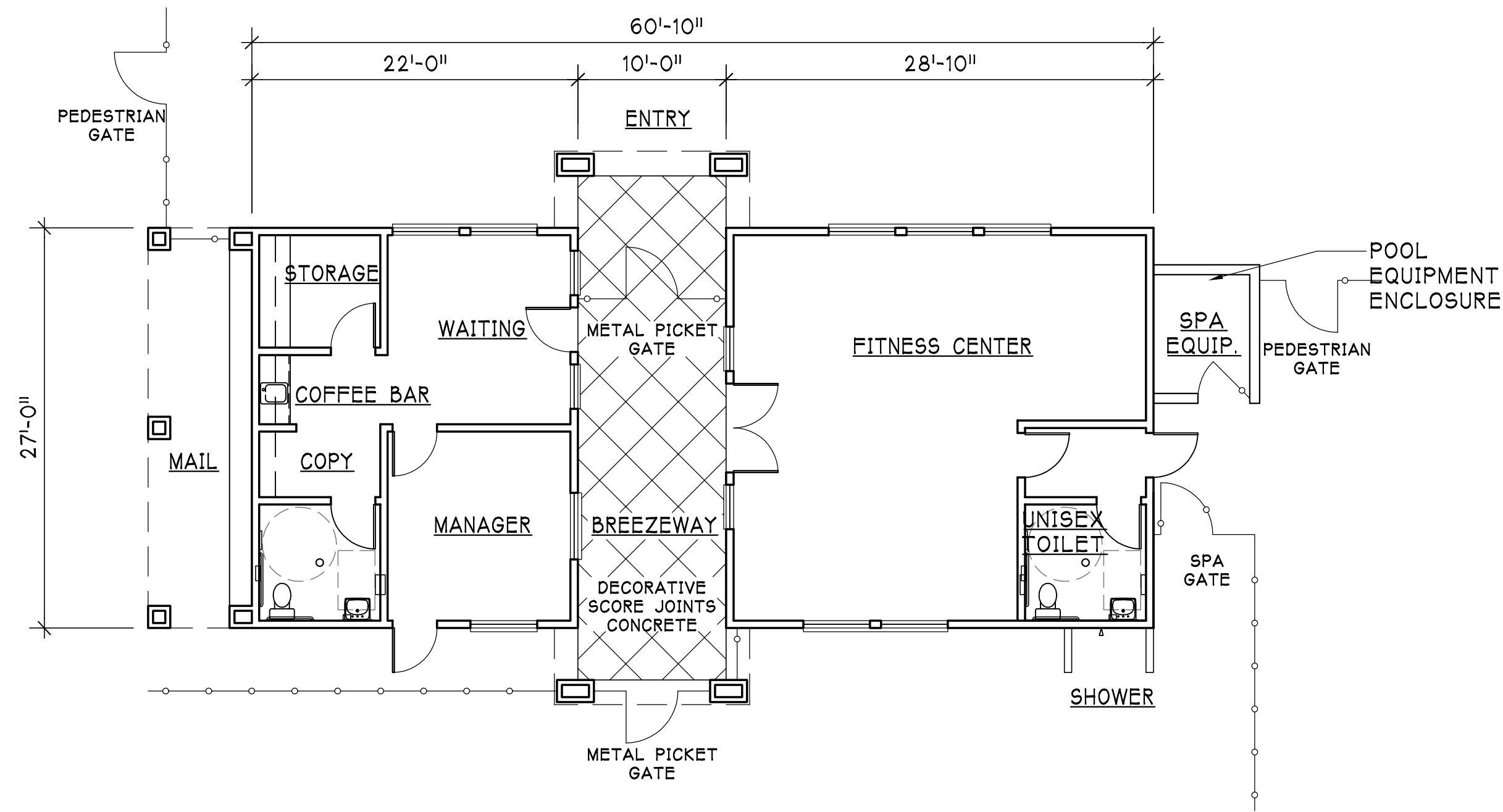
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DATE: 08 / 10 / 2017

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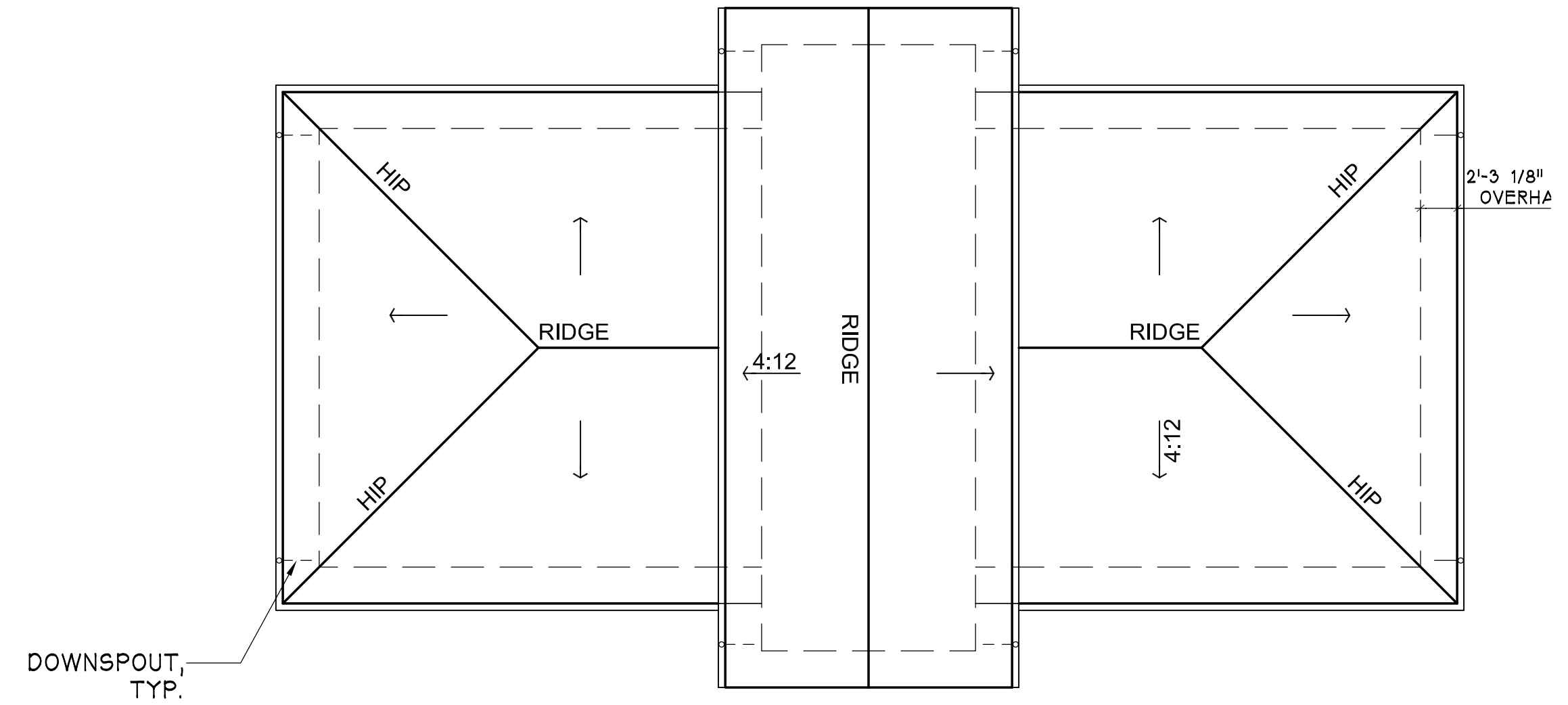
PROJECT NO. 10011



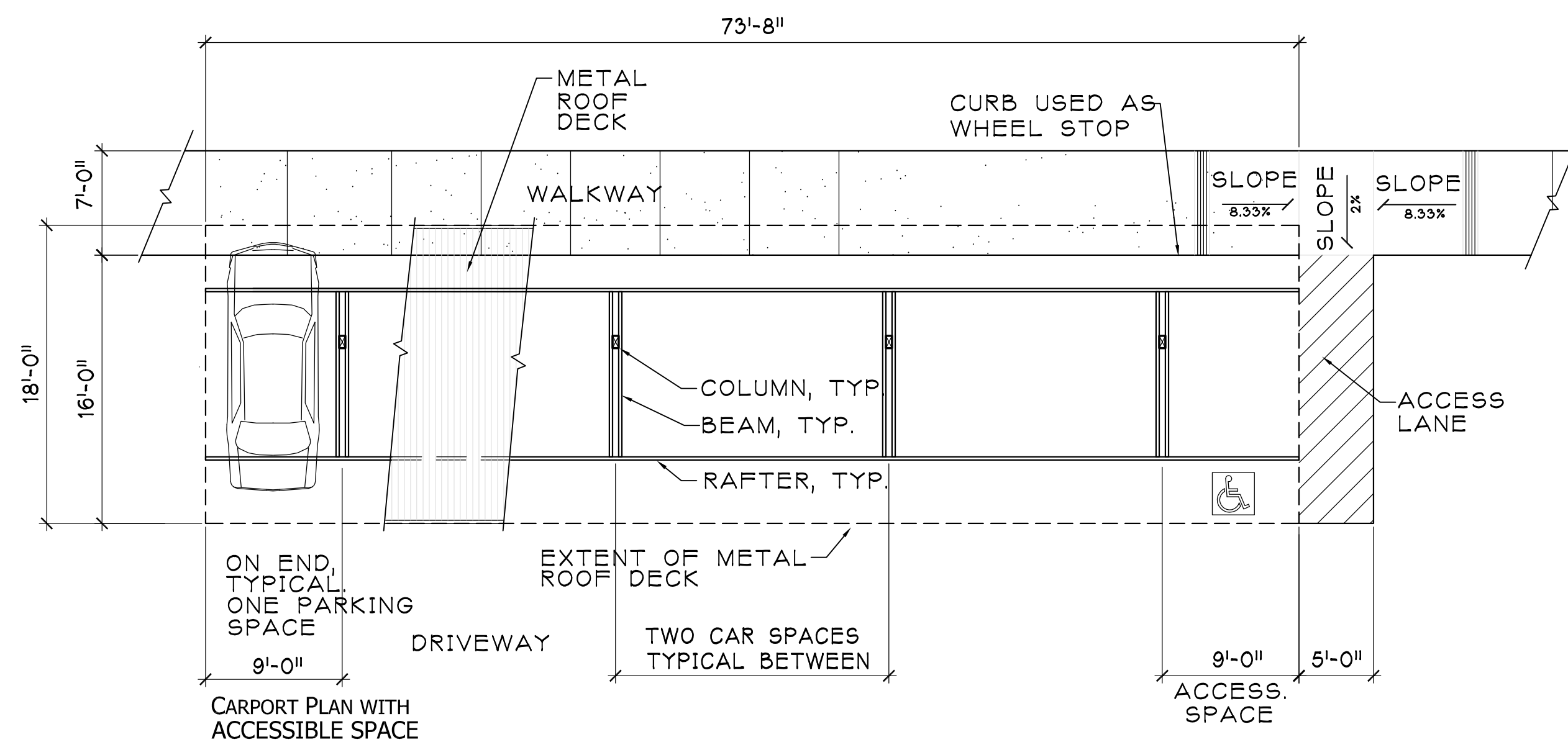




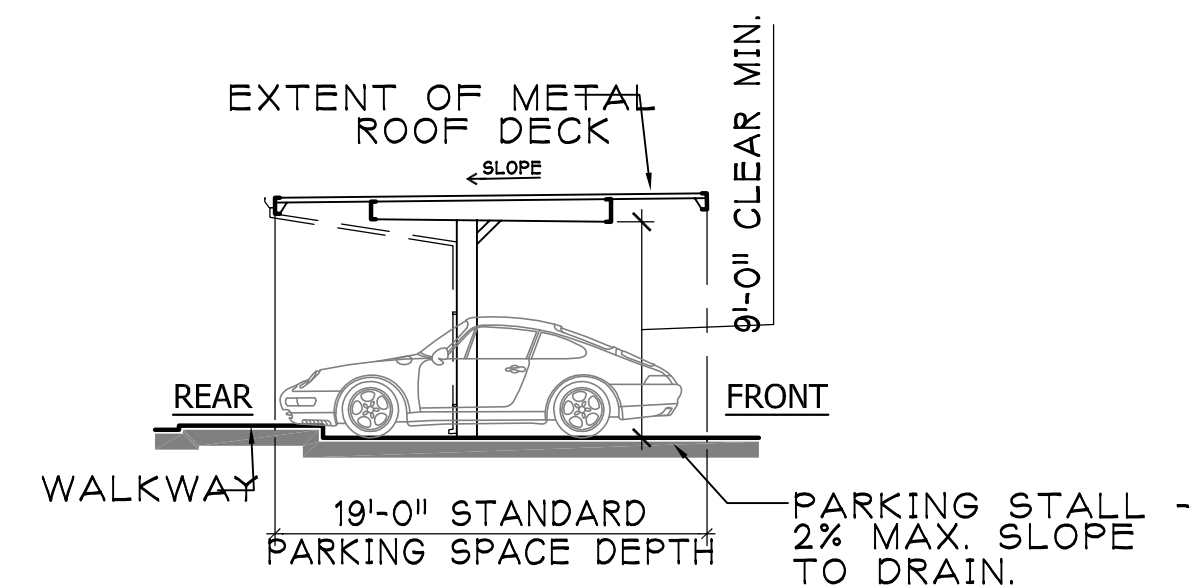
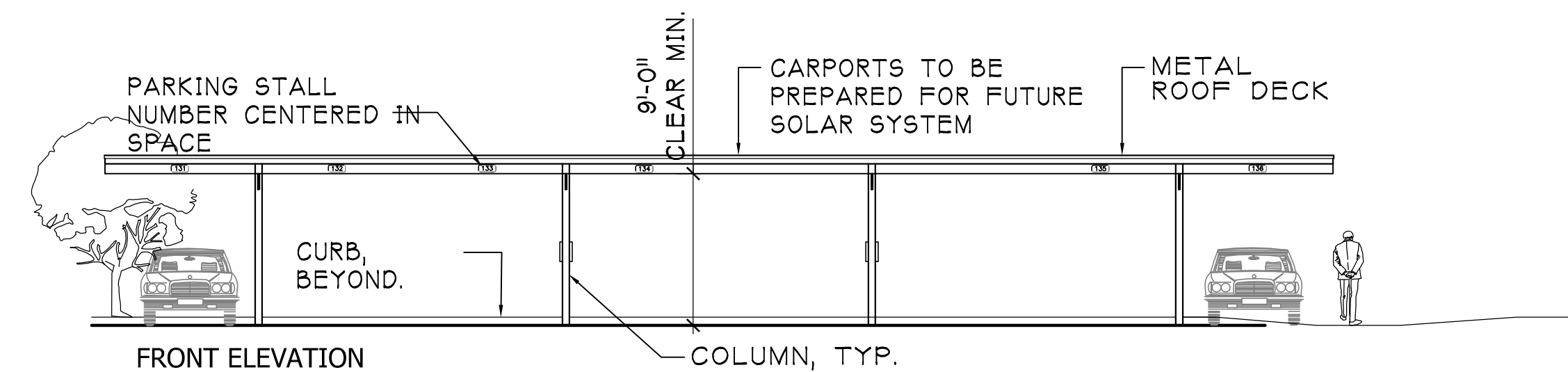
2 CLUBHOUSE FLOOR PLAN
1/8"=1'-0"



1 CLUBHOUSE ROOF PLAN
1/8"=1'-0"

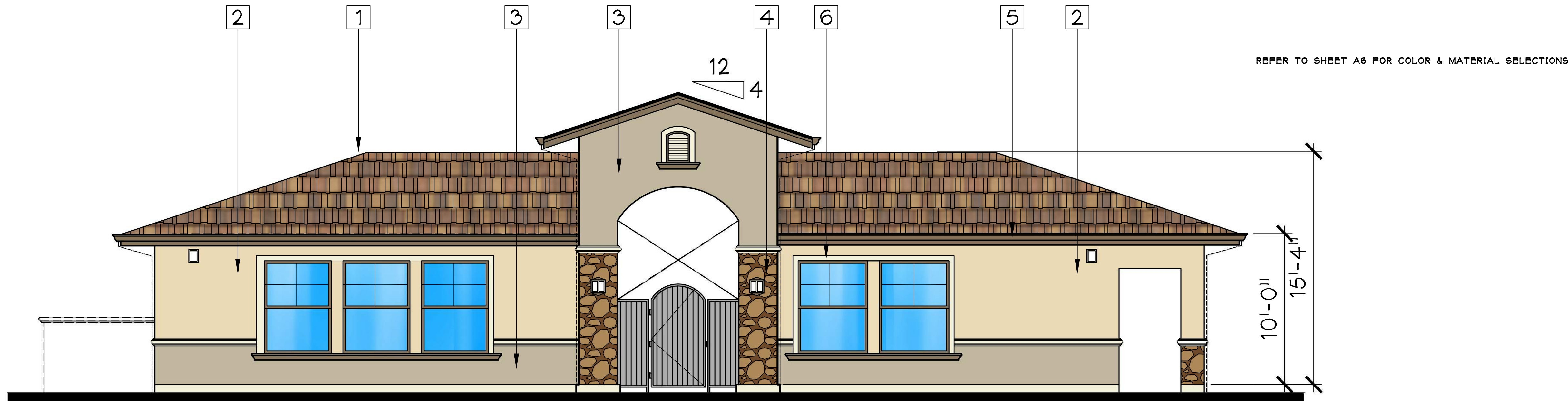


3 CARPORT PLAN
1/8"=1'-0"



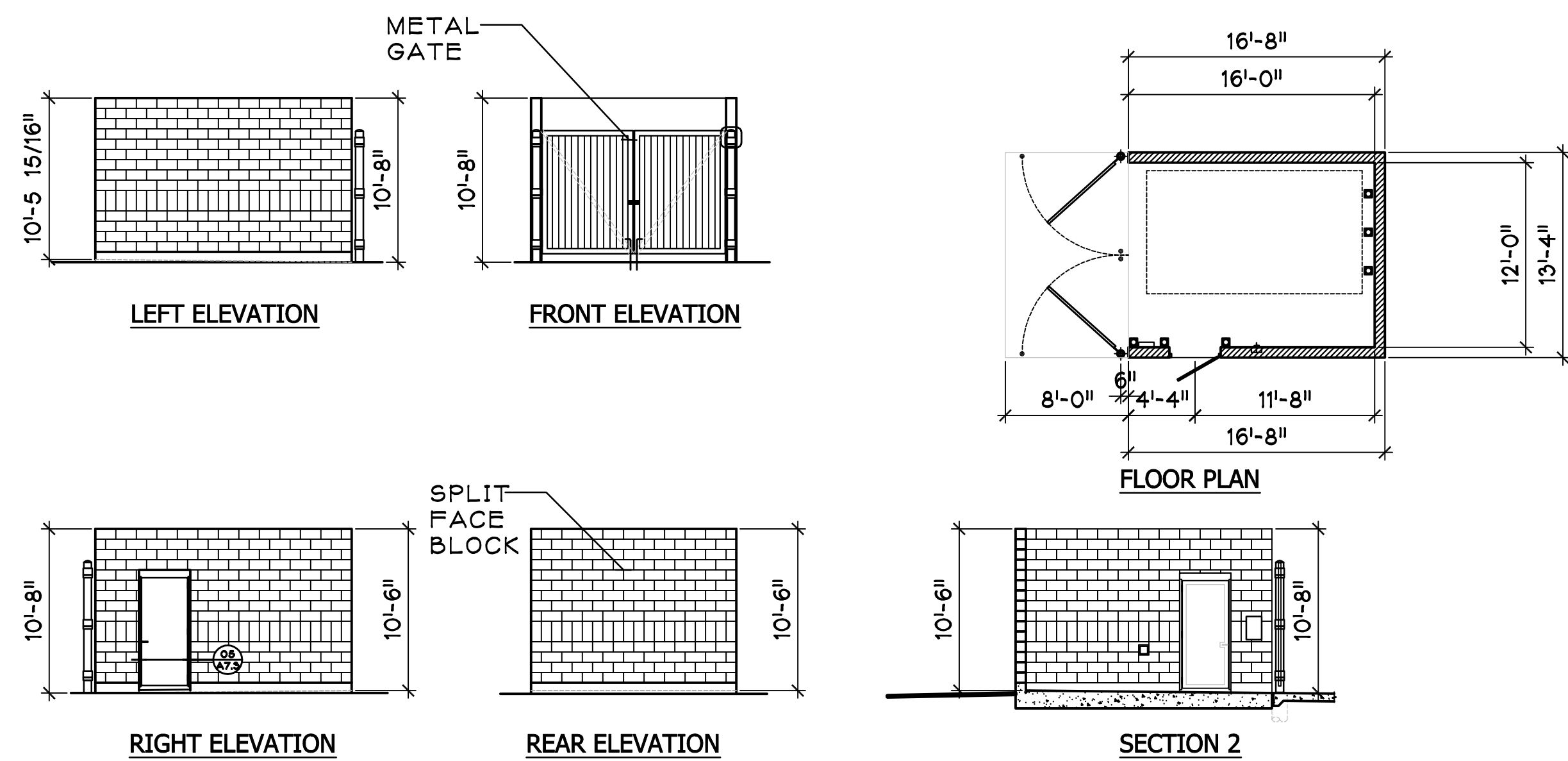
4 CARPORT ELEVATIONS
1/8"=1'-0"

8' 0' 8' 16'
SCALE: 1/8" = 1'-0"

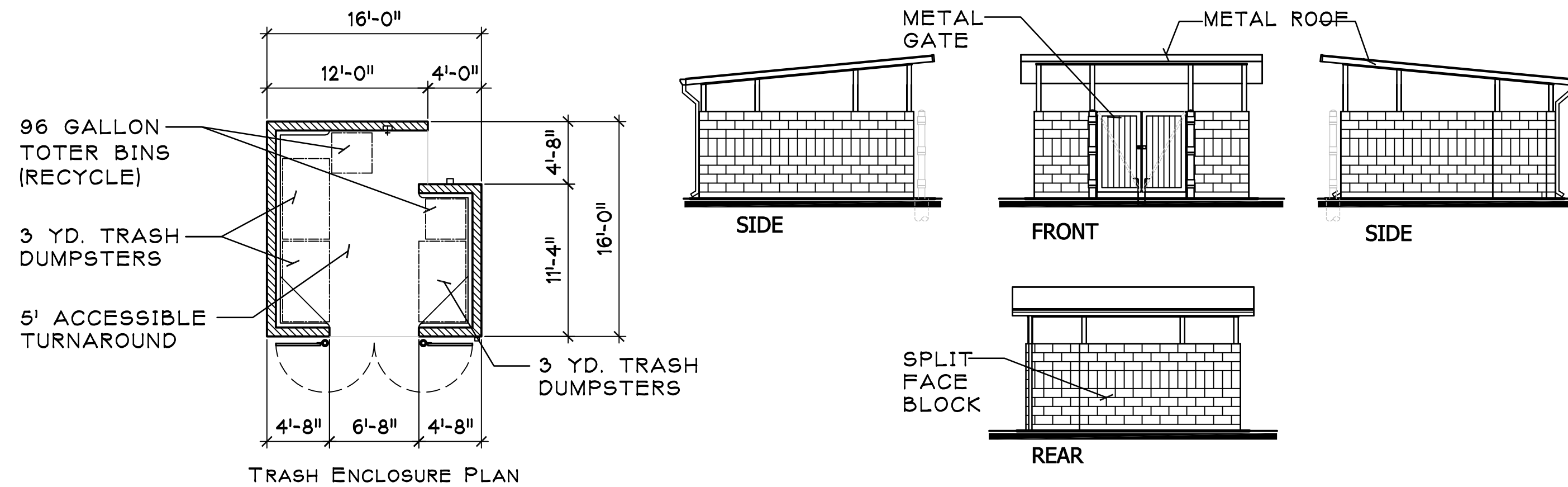


REFER TO SHEET A6 FOR COLOR & MATERIAL SELECTIONS

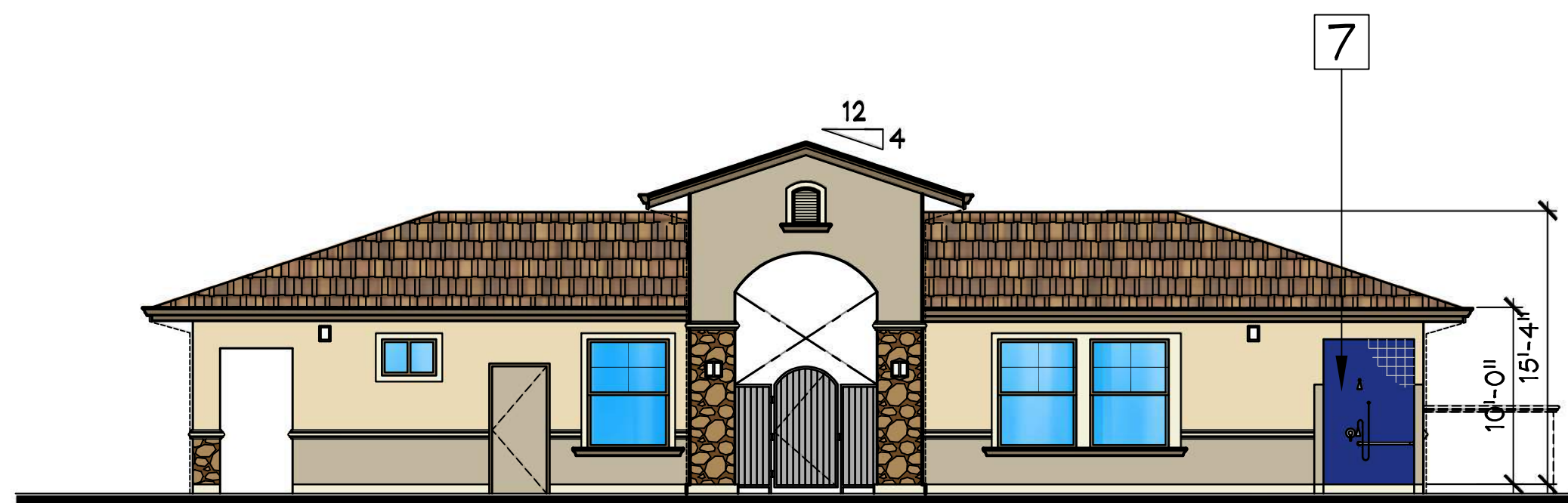
1 FRONT ELEVATION
1/4"=1'-0"



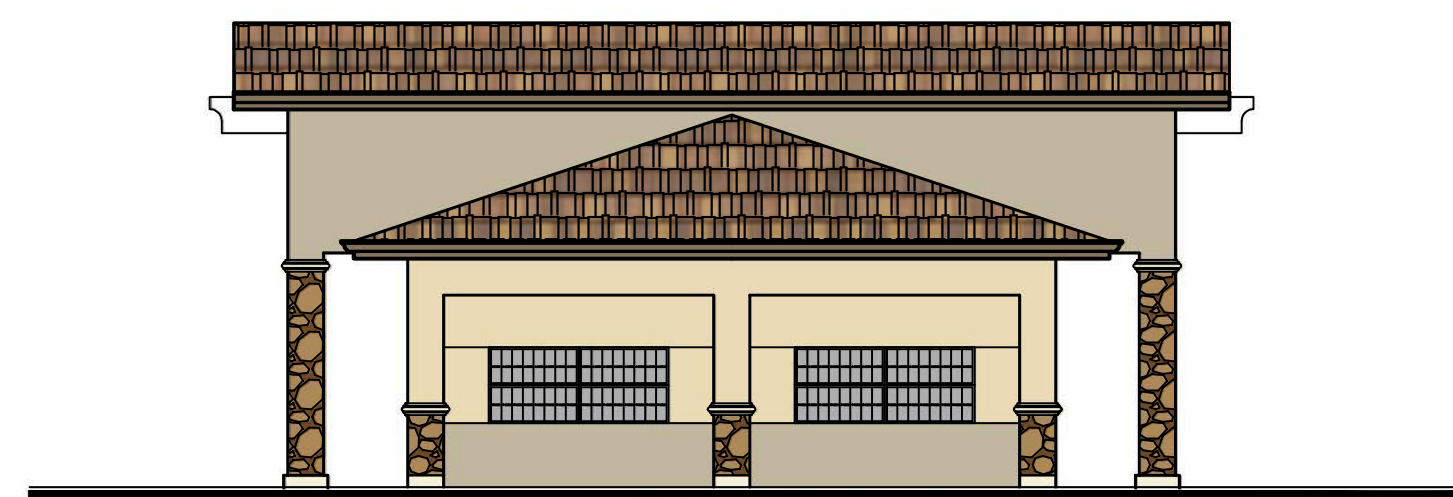
5 TRASH COMPACTOR PLAN & ELEVATION
1/8"=1'-0"



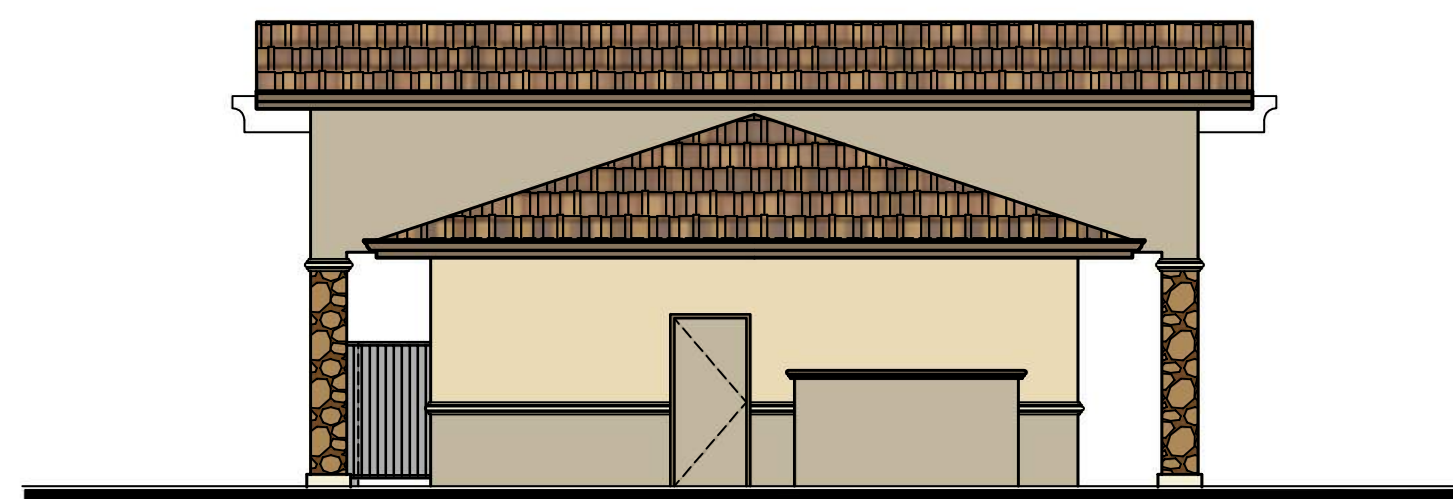
6 TRASH ENCLOSURE PLAN & ELEVATION
1/8"=1'-0"



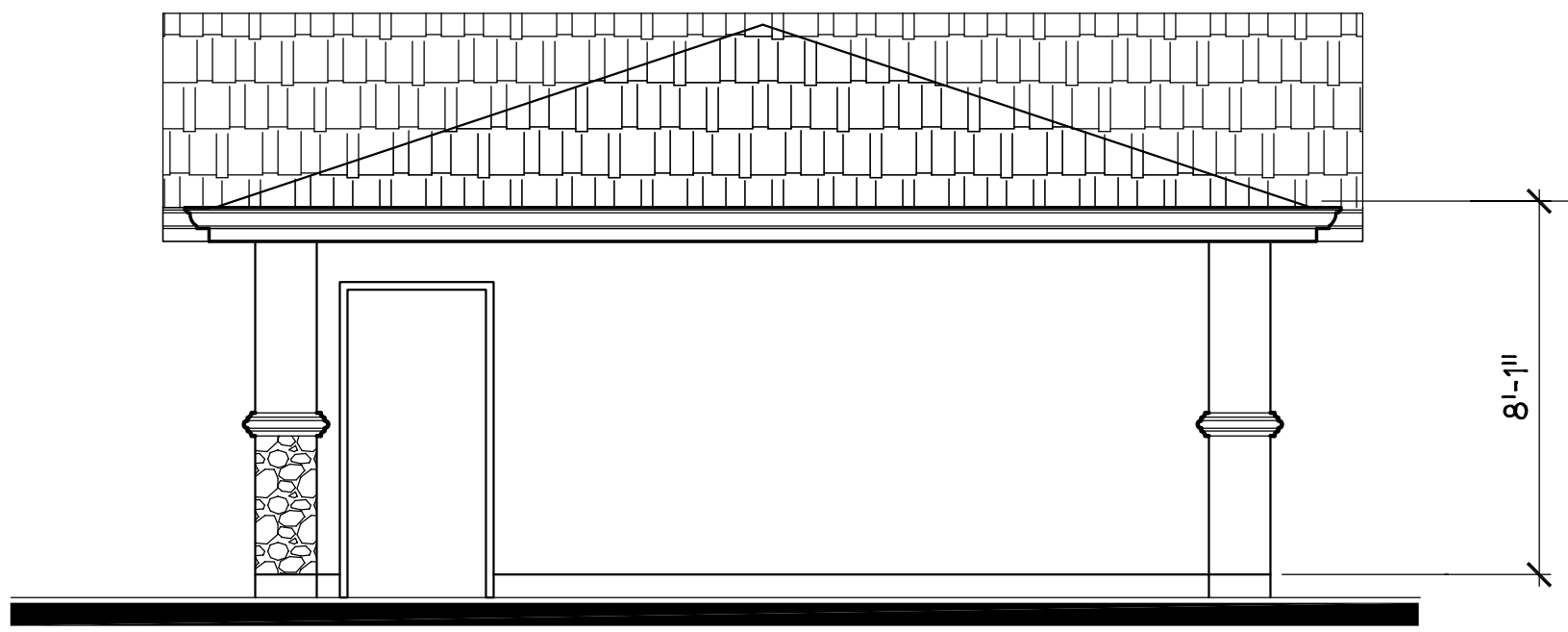
2 REAR ELEVATION
1/8"=1'-0"



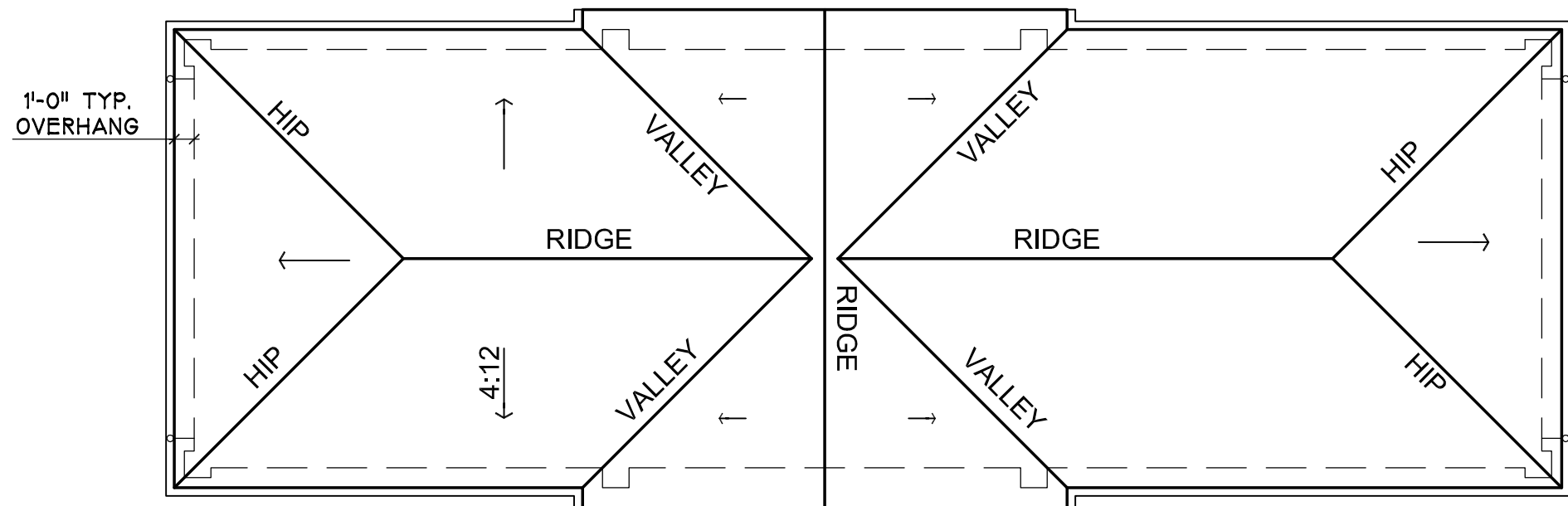
3 RIGHT SIDE ELEVATION
1/8"=1'-0"



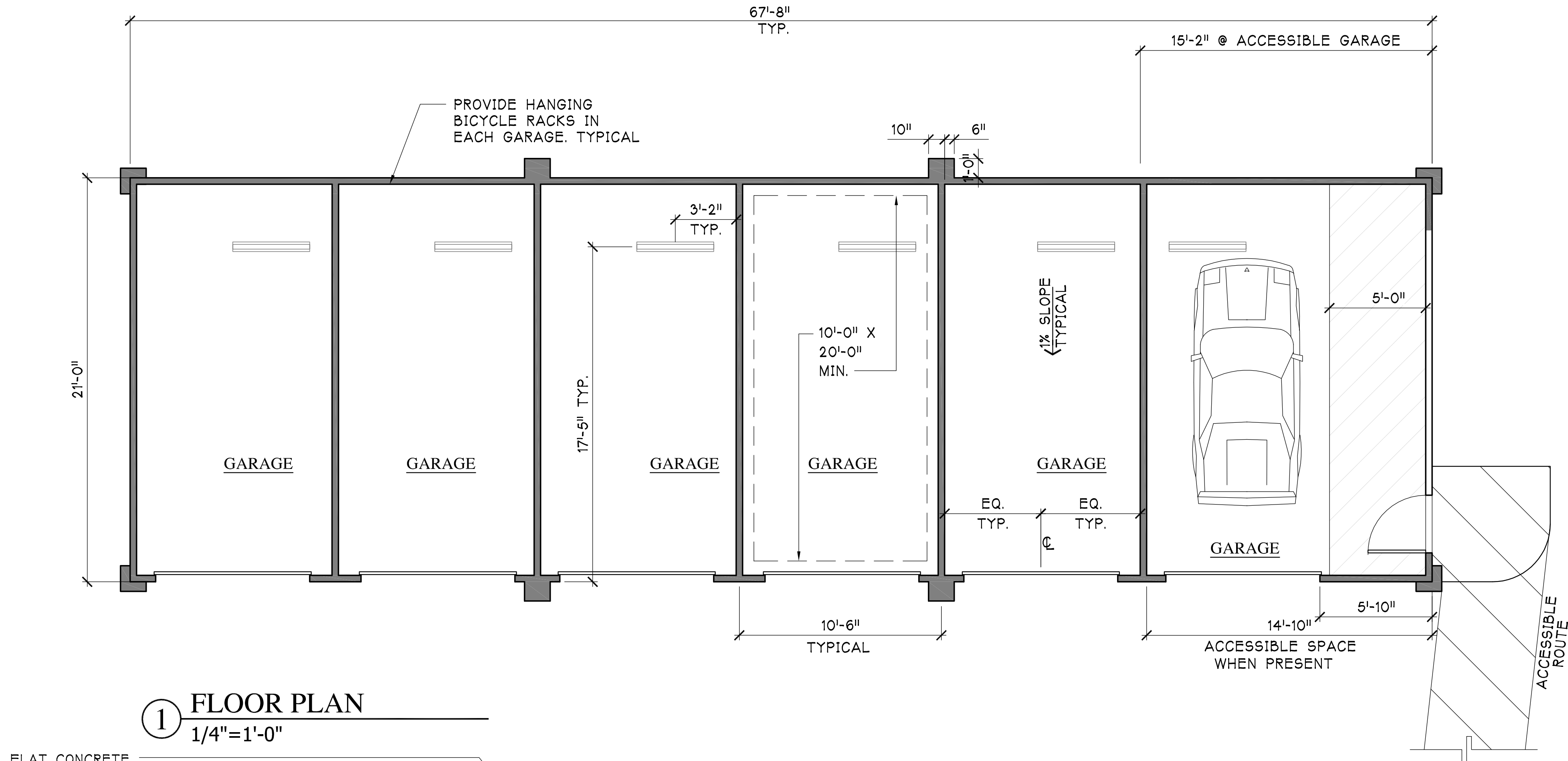
4 LEFT SIDE ELEVATION
1/8"=1'-0"



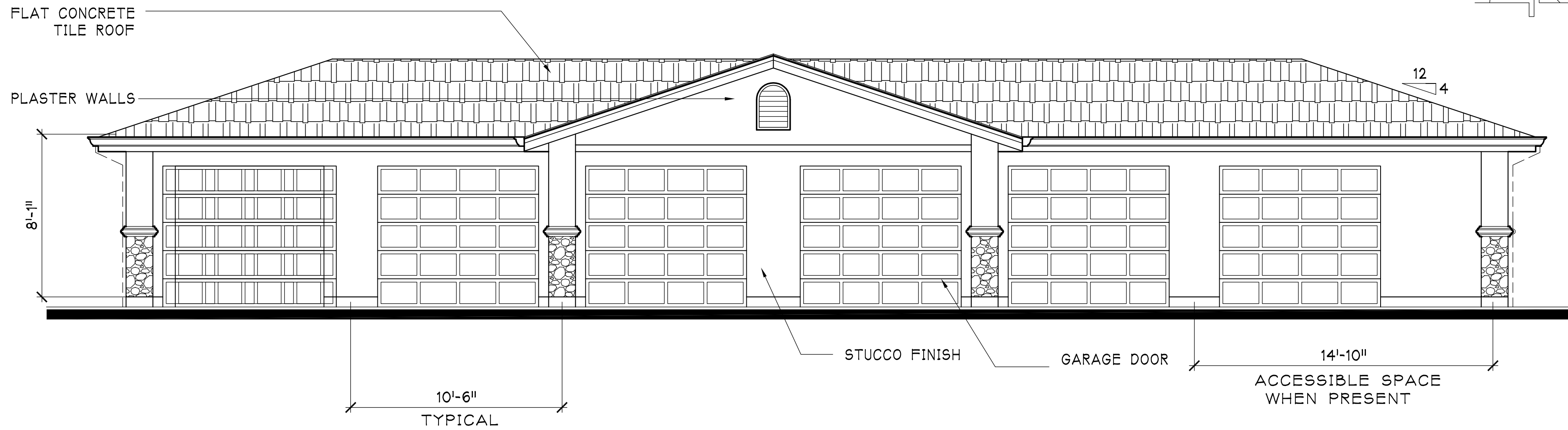
3 RIGHT ELEVATION
1/4"=1'-0"



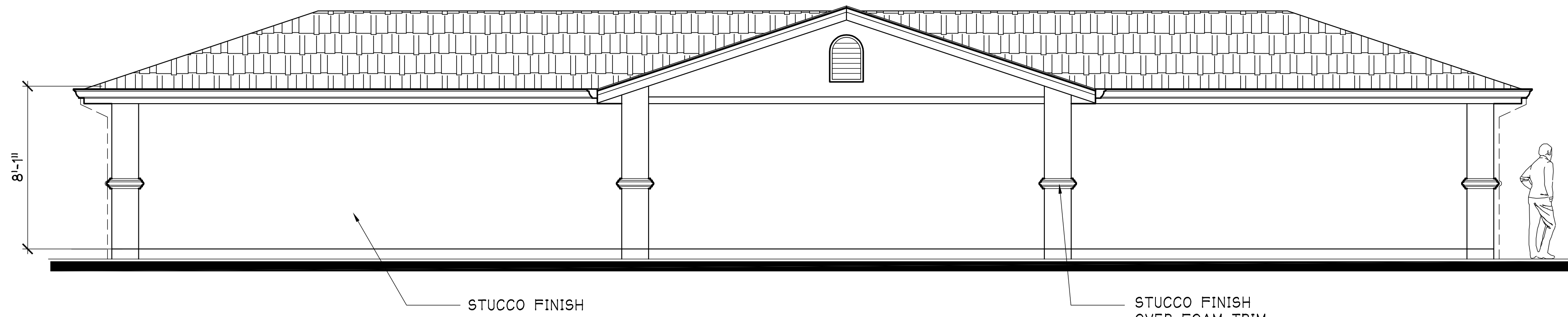
5 ROOF PLAN
1/8"=1'-0"



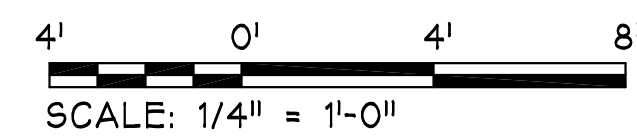
1 FLOOR PLAN
1/4"=1'-0"

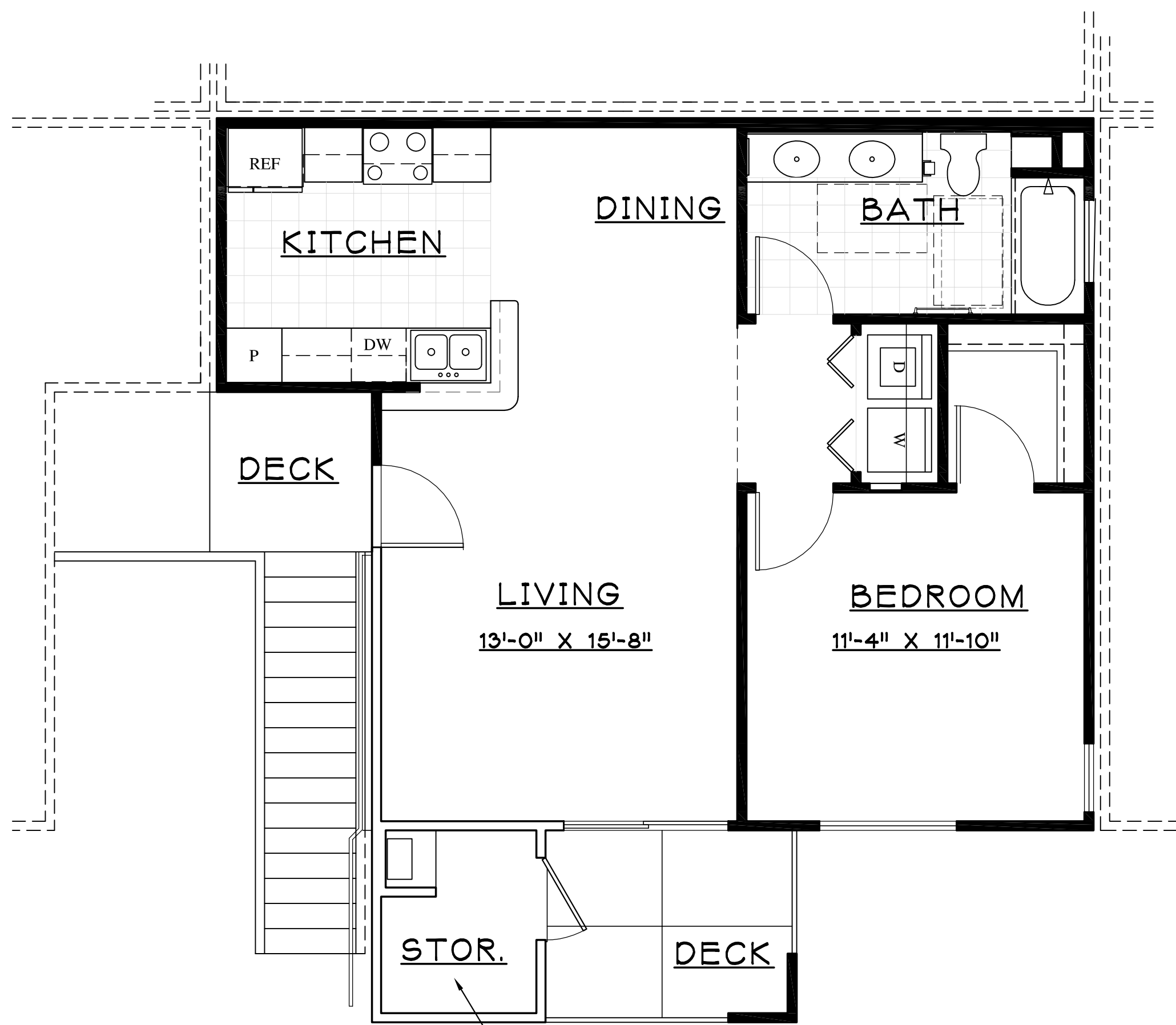


2 FRONT ELEVATION
1/4"=1'-0"



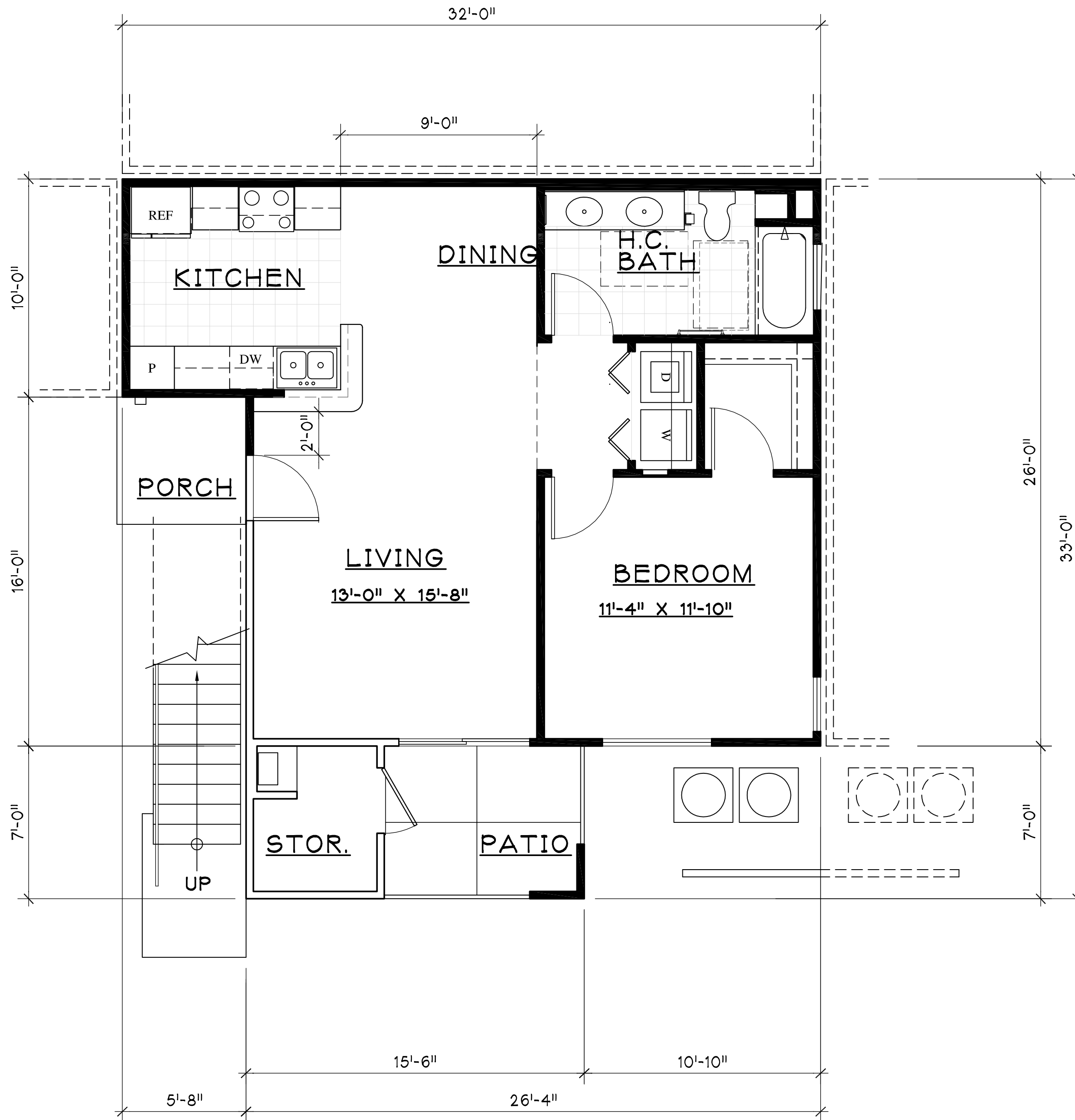
4 REAR ELEVATION
1/4"=1'-0"





32.94 SQ. FT. X 9.5 F. (H) = 312.93 CU. FT.
STORAGE OF FIRST & SECOND FLOOR

2 UPPER FLOOR PLAN
1/4"=1'-0"



1 LOWER FLOOR PLAN (H/C UNIT)
1/4"=1'-0"

UNIT AREA CALC.

1. UNIT	741 S.F.
2. STORAGE	42
3. PATIO	88
4. ENTRANCE PORCH	31
5. DECK	69
6. STAIR	60

4' 0' 4' 8'
SCALE: 1/4" = 1'-0"

EDGEWATER APARTMENTS
CARION COURT, PITTSBURG, CALIFORNIA

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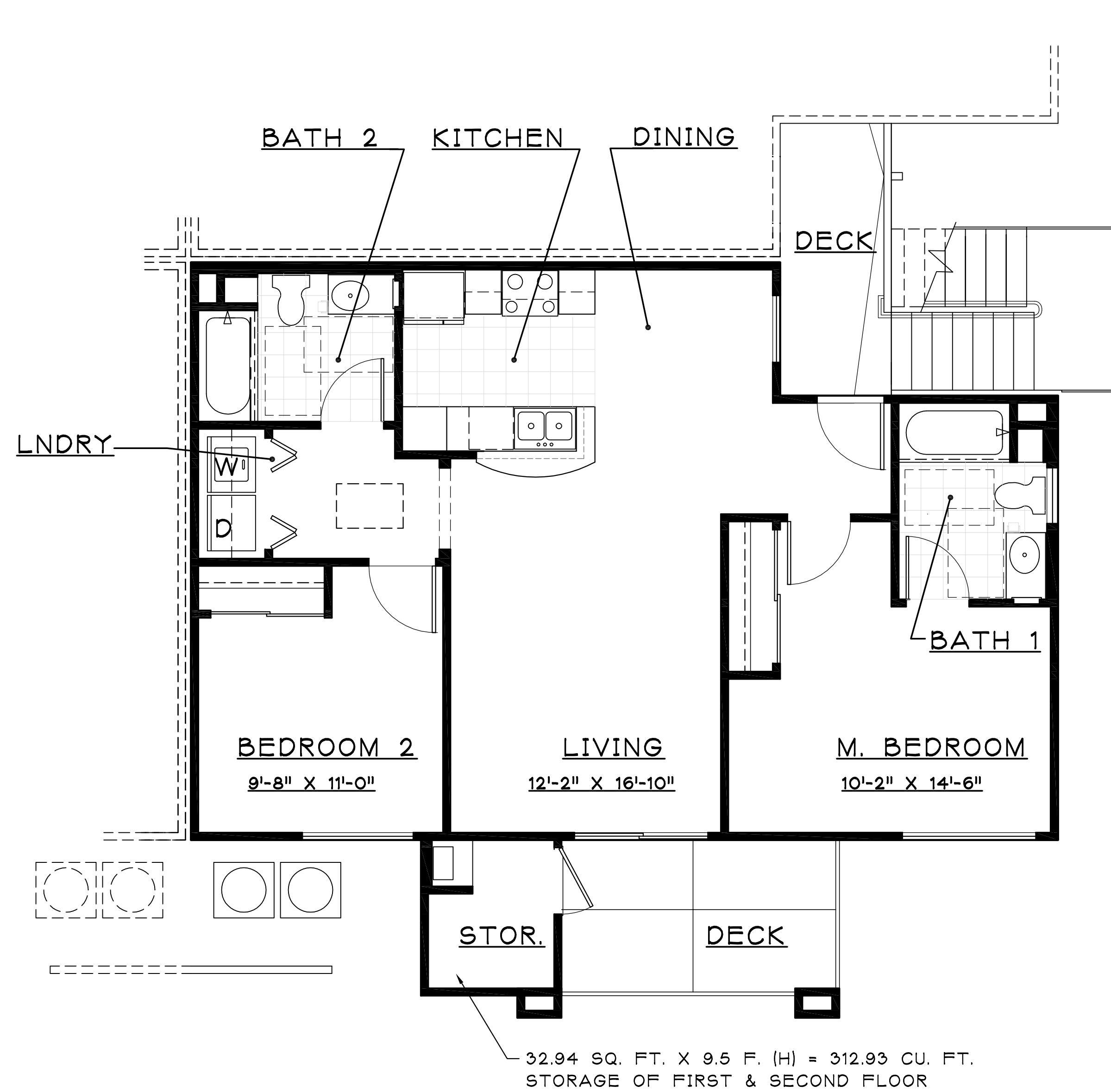
FLOOR PLANS
UNIT A

SCALE:
DATE: 08 / 10 / 2017

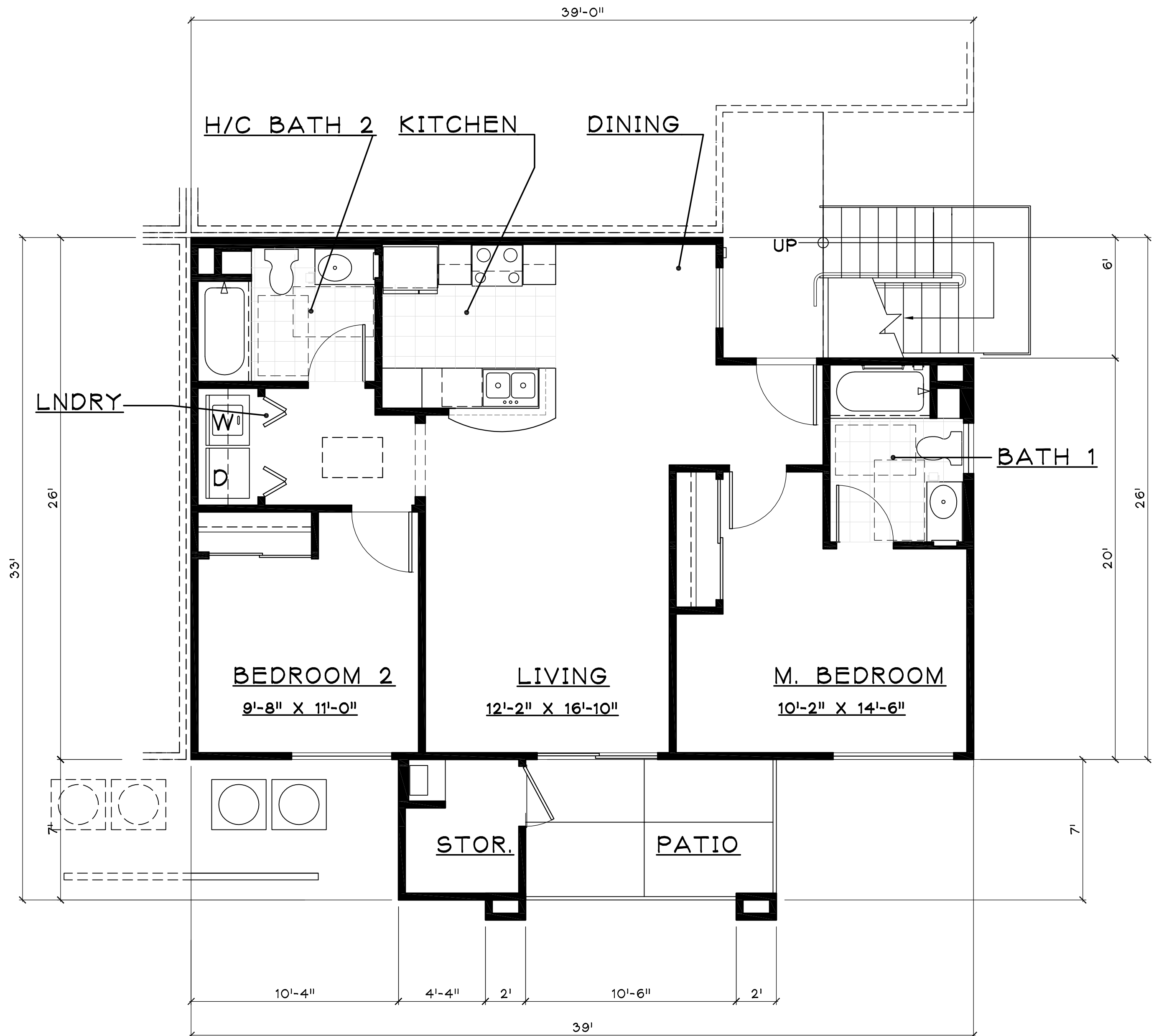
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06 / 05 / 2017
08 / 10 / 2017

PROJECT NO. 10011

A5.1
SHEET OF



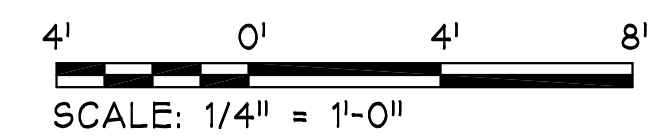
2 UPPER FLOOR PLAN
1/4"=1'-0"

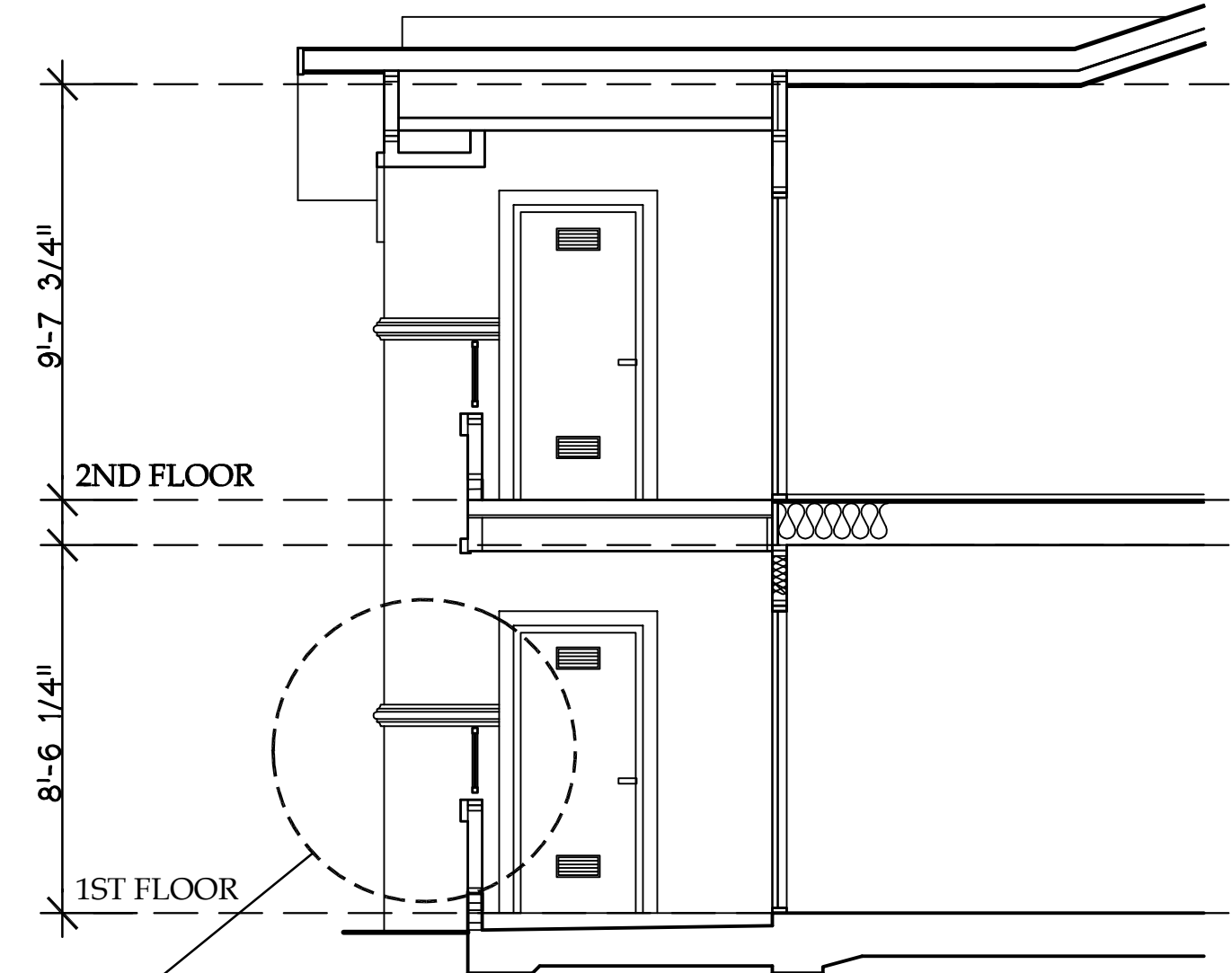
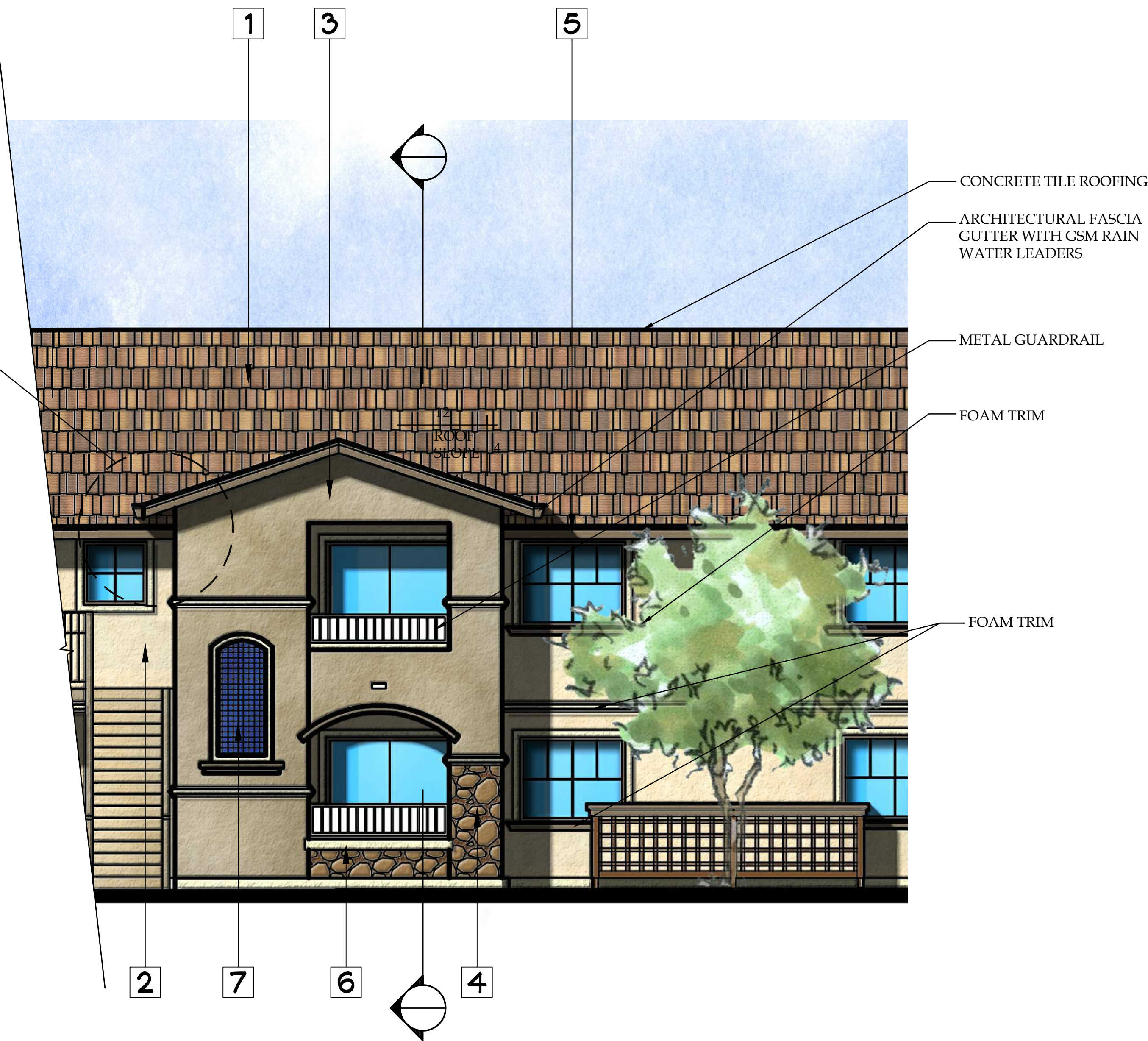
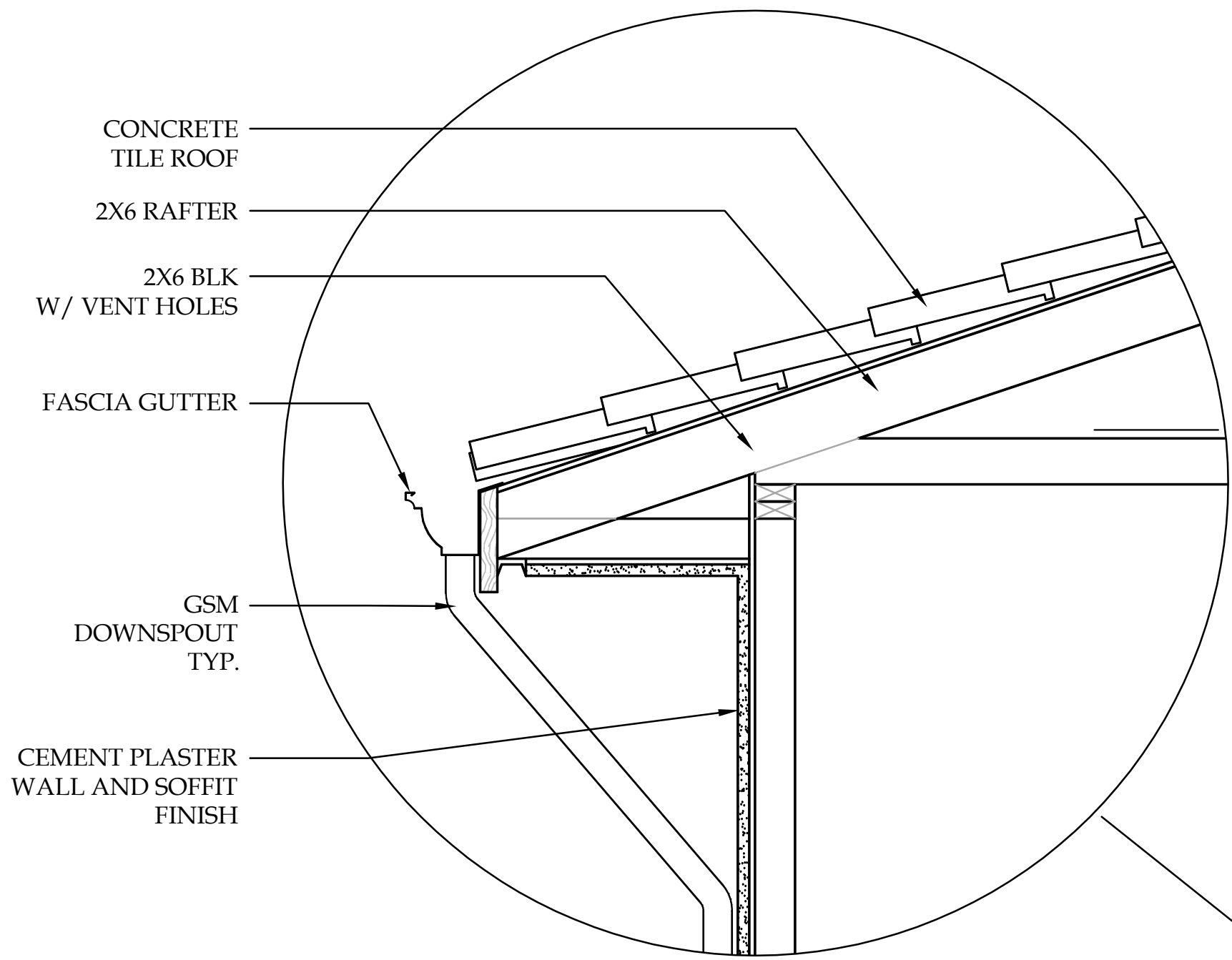


1 LOWER FLOOR PLAN (H/C UNIT)
1/4"=1'-0"

UNIT AREA CALC.

1. UNIT	939 S.F.
2. STORAGE	44
3. PATIO - 1ST FLOOR	80.5
4. ENTRANCE PORCH	30
5. DECK - 2ND FLOOR	80.5





COLOR CHART

(These colors are approximate. Accuracy is limited by scanning & printing technology. Please see physical Color & Materials Board for actual materials.)



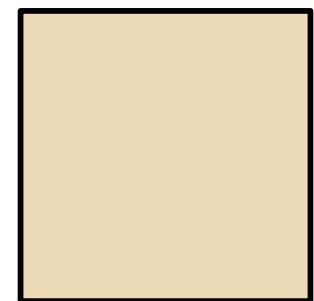
① ROOF
EAGLE ROOF TILE
BEL AIR
4814
SAN PABLO BLEND



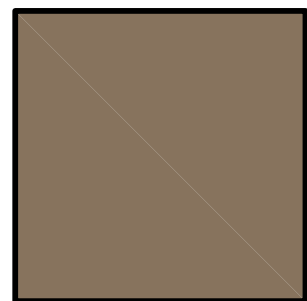
④ BASE FINISH
ELDORADO STONE
RIVER ROCK
COLORADO



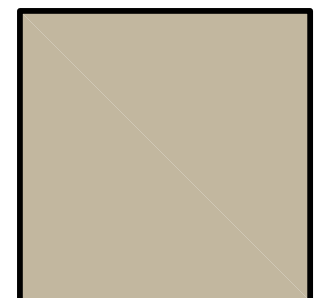
⑦ ACCENT TILE
DAL-TILE
COBALT DM14



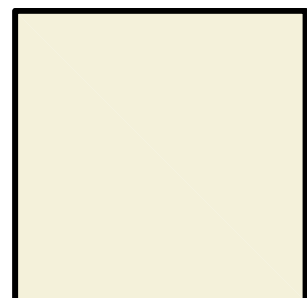
② BODY COLOR 1
KELLY MOORE
228
CHARRO



⑤ FASCIA
KELLY MOORE
412
CARGO



③ BODY COLOR 2
KELLY MOORE
230
GRAYSTONE

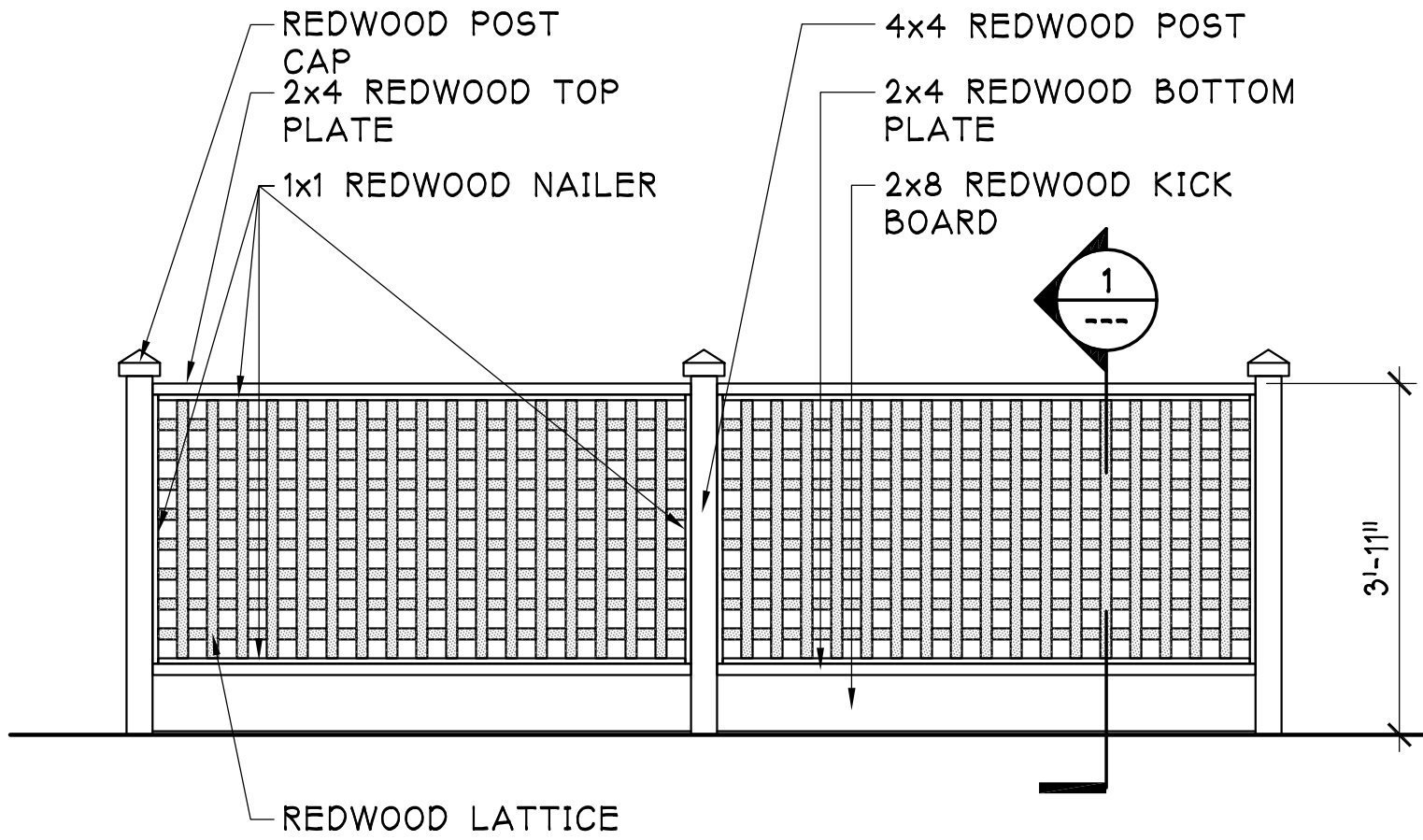


⑥ TRIM
KELLY MOORE
KM22
SOFT WHITE

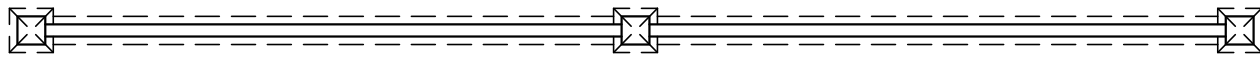


CONCEPTUAL ELEVATION DESIGN ELEMENTS & SECTION

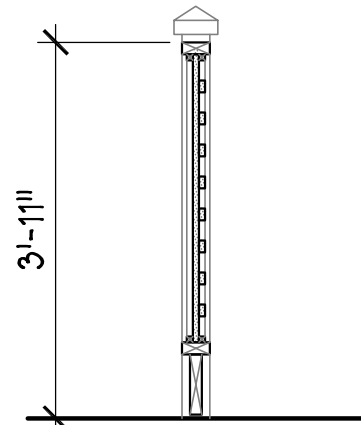
4' 0' 4' 8'
SCALE: 1/4" = 1'-0"



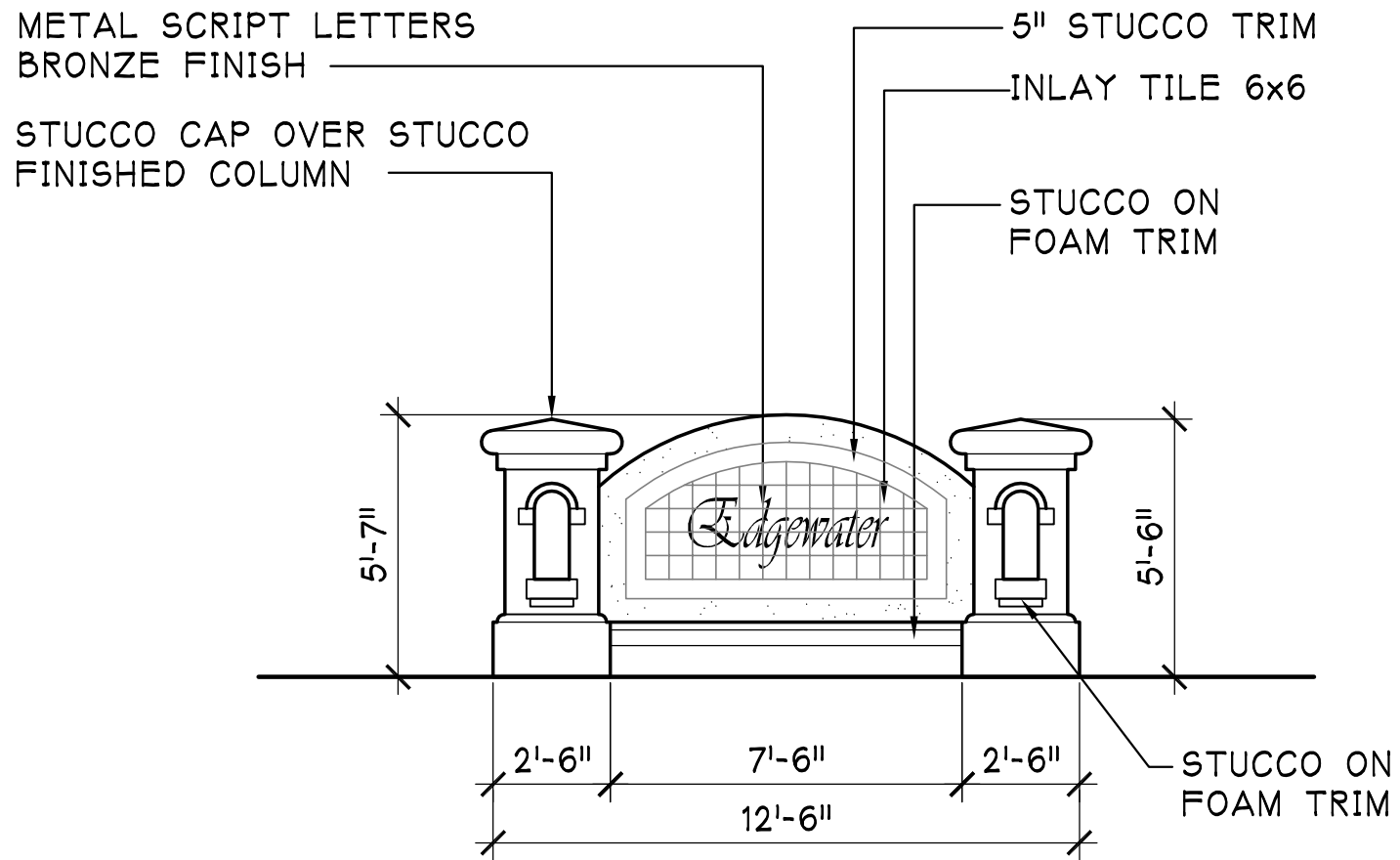
ELEVATION
1/2"=1'-0"



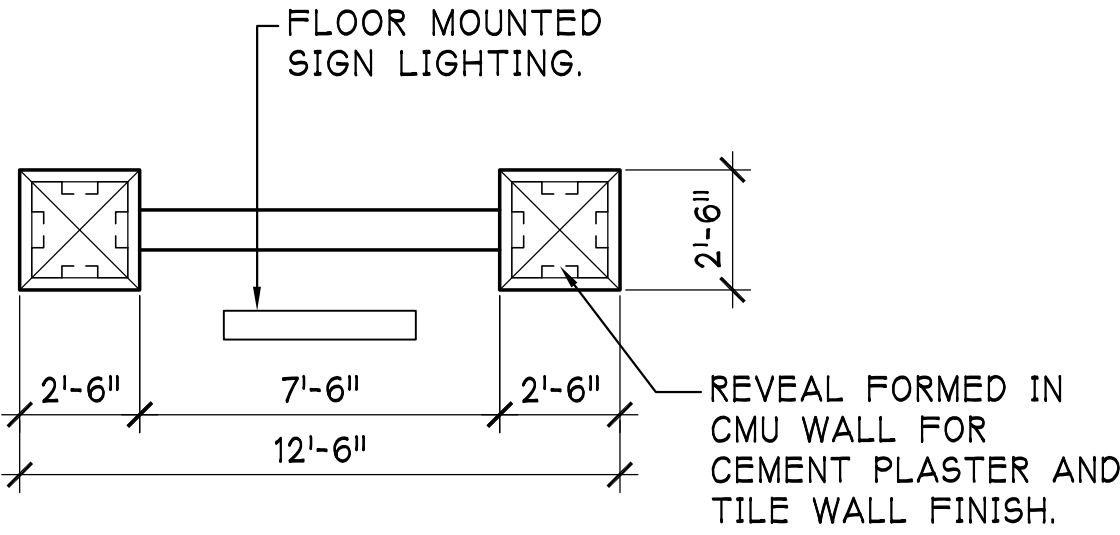
PLAN
1/2"=1'-0"



SECTION 1
1/2"=1'-0"



MONUMENT SIGN ELEVATION
1/4"=1'-0"



MONUMENT SIGN PLAN
1/4"=1'-0"

EDGEWATER APARTMENTS
CARION COURT, PITTSBURG, CALIFORNIA



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PROJECT SITE SIGN
AND EQUIPMENT
SCREEN

SCALE: AS SHOWN
DATE: 08 / 10 / 2017

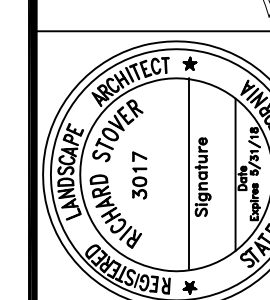
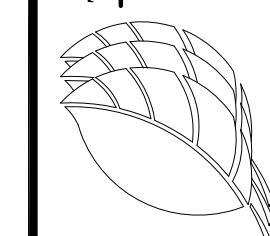
REVISIONS:
05 / 12 / 2017
06 / 05 / 2017
08 / 10 / 2017

PROJECT NO. 10011

A7
SHEET OF

REVISIONS	
△	6/5/17 SITE PLAN CHANGE
△	8/16/17 SITE PLAN CHANGE
△	
△	
△	
△	
△	

Thomas Baak & Associates, LLP ♦
Landscape Architects
1620 North Main Street, Suite 4
Walnut Creek, CA 94596
Ph: 925.933.2583



EDGEWATER APARTMENTS
CARION COURT
PITTSBURG, CALIFORNIA

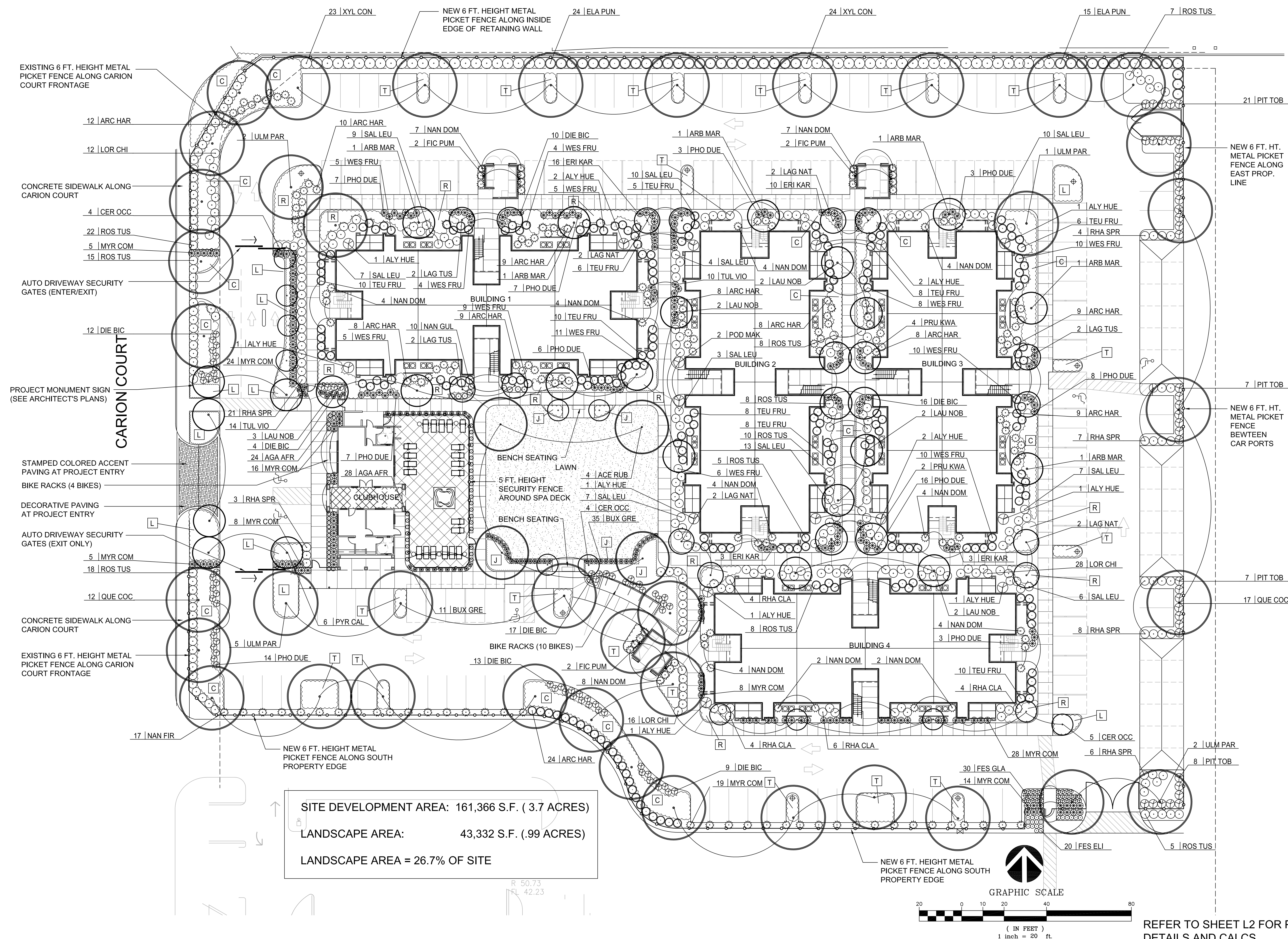
PLANTING PLAN

DESIGNED: RS	DRAWN: KD
CHECKED:	JOB NO:
DATE 05-09-17	
SCALE NOTED	

SHEET

L1

OF 2 SHEET



POOL METAL FENCE W/ WIRE CLOTH DETAIL

BIKE RACKS
COLUMBIA CASCADE 'CYCLOOPS CIRCULO'
32.5" HT. x 2" WD. x 36" DEEP STAINLESS
STEEL LOOP, SURFACE MOUNTED

DECORATIVE METAL FENCE DETAIL

ELEVATION

EMERGENCY VEHICLE ACCESS GATE DETAIL

NO SCALE

Labels and Dimensions:

- 20' CLEAR
- 6'-0"
- 6'-0"
- 16"
- FIRE-DISTRICT APPROVED KNOX-BOX WITH KEY (TO PAD LOCK) INSIDE
- WELDED-ON STEEL LOOPS WITH CHAIN AND NON-CASE HARDENED PAD LOCK (KEYED)
- STEEL CANE BOLT AT EACH GATE EXTENDS 16" BELOW FINISH PAVING
- 1"x2" STEEL TUBE TOP AND MID RAIL
- PROJECT PERIMETER DECORATIVE TUBULAR STEEL FENCE
- 3/4" SQ. STEEL PICKETS SET 4" APART - ALTERNATE HEIGHTS
- 4" SQ. X 6'-6" HT. STEEL TUBE END POST W/ WELDED CAP
- (3) HEAVY-DUTY STEEL HINGES
- 2" SQUARE STEEL TUBE RAILS (TOP AND BOTTOM)
- FINISH GRADE

NOTE:

- GATE DETAIL TO MATCH PROJECTE DECORATIVE METAL FENCE.
- ALL METAL CONNECTIONS SHALL BE WELDS, CONTINUOUS, FREE OF POROSITY AND GRIND SMOOTH.
- ALL EXPOSED METAL SURFACES SHALL RECEIVE ONE COAT PRIMER PAINT AND (2) COATS OF RUST-OLEUM, SATIN BLACK FINISH.

PLANT MATERIALS LIST			WUCOLS		
SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	WATER USE
TREES:					
ACE RUB	ACER RUBRUM	RED MAPLE	14	15 GA	MED
ARB MAR	ARBUTUS 'MARINA' (STANDARD)	STRAWBERRY TREE	6	15 GA	LOW
CER OCC	CERCIS OCCIDENTALIS	WESTERN REDBUD	17	15 GA	LOW
LAG TUS	LAGER. 'TUSCARORA' (STANDARD)	CRAPE MYRTLE	6	15 GA	LOW
LAG NAT	LAGER. 'NATCHEZ' (STANDARD)	CRAPE MYRTLE	8	15 GA	LOW
LAU NOB	LAURUS NOBILIS 'SARATOGA'	BAY TREE	11	15 GA	LOW
PRU KWA	PRUNUS SERRULATA 'KWANZAN'	FLOWERING CHERRY	6	15 GA	MED
PYR CAL	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER PEAR	6	15 GA	MED
QUE CEC	QUERCUS COCCINEA	SCARLET OAK	28	15 GA	MED
ULM PAR	ULMUS PARVIFOLIUS 'TRUE GREEN'	CHINESE ELM	10	15 GA	MED

SHRUBS:					
ALY HUE	ALYOGYNE HUEGELI	BLUE HIBISCUS	14	5 GA	LOW
ARC HAR	ARCTOSTAPHYLOS 'HARMONY'	MANZANITA HARMONY	68	5 GA	LOW
BUX GRE	BUXUS 'GREEN BEAUTY'	JAPANESE BOXWOOD	86	5 GA	MED
ELA PUN	ELAEAGNUS PUNGENS 'MARGINATA'	VARIEGATED SILVERBERRY	39	5 GA	LOW
MYR COM	MYRTUS COMMUNIS 'COMPACTA'	COMPACT MYRTLE	84	5 GA	LOW
NAN GUL	NANDIAN 'GULF STREAM'	HEAVENLY BAMBOO	10	5 GA	LOW
NAN DOM	NANDINA DOMESTICA	HEAVENLY BAMBOO	42	5 GA	LOW
PHO DUE	PHORMIUM 'DUET'	NEW ZEALAND FLAX	65	5 GA	LOW
PIT TOB	PITTOSPORUM TOBIRA 'VARAGATA'	MOCK ORANGE	43	5 GA	LOW
POD MAK	PODOCARPUS 'MAKI'	YEW PINE	2	5 GA	LOW
RHA CLA	RHAPHIOLEPIS INDICA 'CLARA'	INDIAN HAWTHORN	12	5 GA	LOW
RHA SPR	RHAPHIOLEPIS INDICA 'SPRINGTIME'	INDIAN HAWTHORN	49	5 GA	LOW
ROS TUS	ROSEMARINUS 'TUSCAN BLUE'	TUSCAN ROSEMARY	98	5 GA	LOW
SAL LEU	SALVIA LEUCOPHYLLA	PURPLE SAGE	72	5 GA	LOW
TEU FRU	TEUCRIUM FRUTICANS 'COMPACTUM'	BUSH GERMANDER	62	5 GA	LOW
WES FUR	WESTRINGIA FRUTICOSA	COAST ROSEMARY	90	5 GA	LOW
XYL CON	XYLOSMA CONGESTUM	SHINY XYLOSMA	45	5 GA	LOW

PERENNIALS:					
AGA AFR	AGAPANTHUS AFRICANUS	LILY OF THE NILE	51	1 GA	MED
DIE BIC	DIETES BICOLOR	FORTNIGHT LILY	77	1 GA	MED
ERI KAR	ERIGERON KARVIN. 'MOSEHEIMII'	SANTA-BARBARA-DAISY	49	1 GA	LOW
FES GLA	FESTUCA GLAUCA	BLUE FESCUE	30	1 GA	LOW
FES ELI	FESTUCA 'ELIJAH BLUE'	BLUE FESCUE	20	1 GA	LOW
TUL VIO	TULBAGHIA VIOLACEA 'VARIEGATED'	SOCIETY GARLIC	41	1 GA	LOW

VINES:					
FIC PUM	FICUS PUMILA	CREeping FIG	6	5 GA	MED

GROUND COVERS:				
C	COPROSMA 'KIRKII'	COPROSMA	1GA@36" O.C.	LOW
J	TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	1GA@36" O.C.	MED
L	LANTANA MONTEVIDENSIS	LANTANA	1GA@30" O.C.	LOW
R	ROSMARINUS 'HUNTINGTON BLUE'	ROSEMARY	1GA@36" O.C.	LOW
T	TEUCRIUM LUCIDRYS	GERMANDER	1GA@30" O.C.	LOW

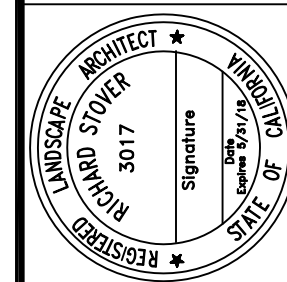
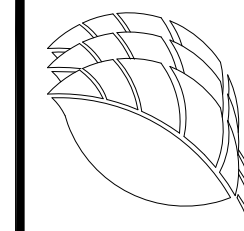
GENERAL NOTES:

1. ALL PLANTING SHALL BE WATERED BY A FULLY AUTOMATIC, WATER-CONSERVING IRRIGATION SYSTEM.
2. ALL PLANTING AREAS SHALL RECEIVE A 3" LAYER OF FIRBARK MULCH DRESSING.

WATER EFFICIENT LANDSCAPE WORKSHEET							
REFERENCE EVAPOTRANSPIRATION (ET _o):		45.4					
HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	DRIP	0.81	0.3703703	34036	12605.92353	354831.5
MEDIUM WATER USE	0.5	DRIP	0.81	0.6172839	2923	1804.32094	50788.0
MEDIUM WATER USE	0.5	BUBBLER	0.81	0.6172839	891	549.999949	15481.4
HIGH WATER USE	0.7	SPRAY	0.75	0.9333333	5482	5116.533151	144020.2
				TOTALS:	43332	20077	
SPECIAL LANDSCAPE AREAS:							
REC. SPA				1	100	100	2814.8
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	100	100	
						ETWU TOTAL:	567,936
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	672,107
<u>ETAF CALCULATIONS:</u>							
REGULAR LANDSCAPE AREAS:							
TOTAL ETAF x AREA		20,077		NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.			
TOTAL LANDSCAPE AREA		43,332					
AVERAGE ETAF		0.46					
ALL LANDSCAPE AREAS:							
TOTAL ETAF x AREA		20,177					
TOTAL LANDSCAPE AREA		43,432					
SITEWIDE ETAF		0.46					

REVISIONS	
△	6/5/17 SITE PLAN CHANGE
△	8/16/17 SITE PLAN CHANGES
△	
△	
△	
△	
△	

Thomas Baak & Associates, LLP ♦
Landscape Architects
1620 North Main Street, Suite 4
Walnut Creek, CA 94596
Ph: 925.933.2583



EDGEWATER APARTMENTS
CARION COURT
PITTSBURG, CALIFORNIA

PRELIMINARY PLANT LIST, DETAILS AND CALCS

DESIGNED: RS	DRAWN: KD
CHECKED:	JOB NO:
DATE 05-09-17	
SCALE NOTED	

SHEET

L2

OF 2 SHEETS

"EDGEWATER APARTMENTS"

GRADING, DRAINAGE, AND UTILITY PLANS

CITY OF PITTSBURG
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

RRM ENT'S LLC
APN: 073-190-018

CITY OF PITTSBURG
APN: 073-190-012

MARTIN LUTHER KING
JUNIOR HIGH SCHOOL
APN: 073-150-016

CARION COURT

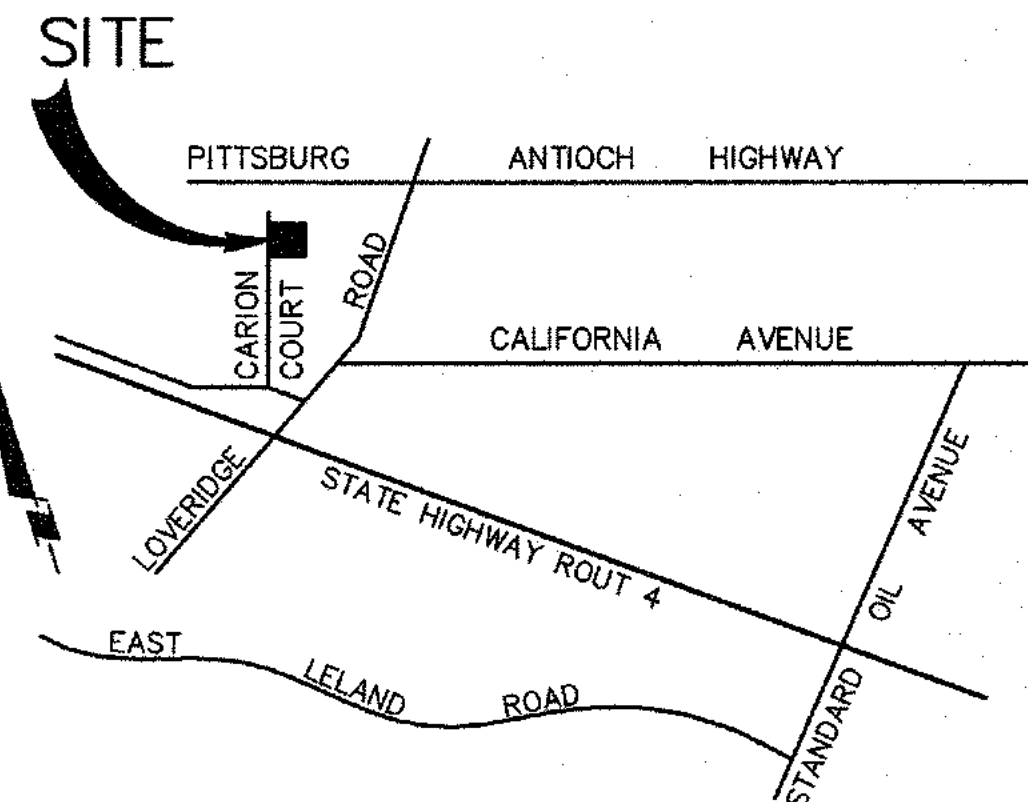
HAMPTON INN & SUITES
APN: 073-190-027

LEE BENNY
APN: 073-190-028

EX BLDG
D DEVI OIL
APN: 073-190-029

PEPPERLANE-BRANHAM
APN: 073-190-030

EX GROVER
APN: 073-190-031



VICINITY MAP
NOT TO SCALE

LEGEND:

	STORM DRAIN & CATCH BASIN	47.0	DENOTES FINISH GRADE
	EXISTING STORM DRAIN	47.5	DENOTES TOP OF CURB
	SANITARY SEWER & DIRECTION	+ 93.56	EX. SPOT ELEVATION
	SANITARY SEWER & MANHOLE		STAIRWAY
	WATER & GATE VALVE	2.3%	STREET GRADE & DIRECTION
	STORM DRAIN & AREA DRAIN	16.0' ± H.P.	PROPOSED SIDEWALK/WALKWAY
	FIRE HYDRANT		PROPOSED SIDEWALK/WALKWAY CARPORT
	STREET LIGHT		GARAGE
	ASPHALT CONCRETE		DENOTES HANDICAP PATH OF TRAVEL
	42\"/>		
	PROJECT BOUNDARY		
	BOARD FENCE		
	RETAINING WALL		
	FINISH FLOOR ELEVATION		
	PAD ELEVATION		

OWNER/DEVELOPER: SUNNYSIDE PITTSBURG LLC.
4061 PORT CHICAGO HIGHWAY, SUITE H
CONCORD, CA. 94520
(925) 682-6419

CIVIL ENGINEER: ISAKSON & ASSOCIATES, INC.
2255 YGNACIO VLY. RD., SUITE C
WALNUT CREEK, CA 94598-3335
PHONE: (925) 937-9333

SOILS ENGINEER: TO BE ASSIGNED

PATH OF TRAVEL: WALKWAYS & SDWKS

- ARE CONTINUOUSLY ACCESSIBLE
- HAVE MAXIMUM 1/2" CHANGES IN ELEVATION
- ARE MINIMUM 48" IN WIDTH (36" AT WALKS LEADING TO INDIVIDUAL DWELLING UNITS)
- WHERE NECESSARY TO CHANGE ELEVATION AT A SLOPE EXCEEDING 5% (I.E., 1:20) SHALL HAVE RAMPS COMPLYING WITH CBC 1114A. CBC 1113A

STRUCTURAL PAVEMENT SECTIONS

STREET NAME	AC	AB	ASB	TI	R-VALUE
DRIVEWAY AND PARKING AREAS	3"	10"	---	5	5

R-VALUE OF 5 IS ASSUMED FOR ESTIMATING PURPOSES ONLY. FINAL STRUCTURAL SECTION SHALL BE BASED ON ACTUAL R-VALUE TESTS TAKEN DURING CONSTRUCTION.

GENERAL NOTES:

- ALL DOWNSPOUTS WILL BE CONNECTED TO AREA DRAINS AND STORM DRAIN LINES
- PRELIMINARY INTERIOR STORM DRAIN SYSTEM SUBJECT TO CHANGE DEPENDING ON FIELD CONDITIONS AND LANDSCAPING
- SEE LANDSCAPE PLANS FOR FENCE LOCATIONS
- ALL PARKING BAYS WHICH COLLECT AND CONVEY WATER SHALL HAVE THRU CURB SLOTS TO ALLOW FLOW BETWEEN ISLANDS
- APN NO. 073-190-033

SHEET INDEX

1	TITLE SHEET
2	GENERAL NOTES
3	SECTIONS AND DETAILS
4	GRADING PLAN
5	UTILITY PLAN
6-7	EROSION CONTROL PLAN

GRADING SUMMARY

CUT	5,800 CY
FILL	1,200 CY
OFFHAUL	4,600 CY

SOILS ENGINEER :

TO BE ASSIGNED

ACCEPTED BY:
FRANCIS P. MCKINLEY, CITY ENGINEER RCE 59574
DATE:

CITY ENGINEER SHALL NOT RELIEVE THE DEVELOPER OR THE ENGINEER FROM RESPONSIBILITY FOR THE DESIGN OF THE IMPROVEMENTS NOR FROM ANY DEFICIENCIES RESULTING FROM THE DESIGN THEREOF.

THE CITY ENGINEER SHALL SIGN ANY REVISION PRIOR TO CONSTRUCTION. THREE COPIES OF THE REVISION SHALL BE SUBMITTED TO THE CITY.

A "RECORD DRAWING" ON MYLAR FILM SHALL BE SUBMITTED TO THE CITY PRIOR TO ACCEPTANCE OF THE WORK AS COMPLETE.

STORM DRAIN STRUCTURE SUMMARY

STRUCTURE	CB/MH	ELEV.	FLOW LINE(S)
CB-1	U-23	TC 46.56	42.77±
CB-2	U-23	TC 47.60	43.00
CB-3	U-23	TC 46.80	43.40
CB-4	U-23	TC 47.20	43.20
CB-5	U-23	TC 46.87	42.85
CB-6	U-23	TC 45.51	41.51
CB-7	U-23	TC 45.55	38.41
CB-8	U-23	TC 45.52	37.47
CB-9	U-23	TC 47.16	43.66
CB-10	U-23	TC 47.16	44.00
CB-11	U-23	TC 47.16	44.00
CB-12	U-23	TC 47.16	43.66
CB-13	U-23	TC 46.80	43.44

BENCHMARK:

CONTRA COSTA COUNTY BM #3586: FASTENER AND TAG ON THE TOP CENTERLINE OF A DROP-INLET CURB AT THE NORTHEAST CORNER OF THE INTERSECTION OF LOVERIDGE ROAD AND PITTSBURG ANTIOCH HWY. TAKEN AS 36.460' DATUM (NGVD29)

BASIS OF BEARING:

THE LINE BETWEEN FOUND STANDARD CITY MONUMENTS PITTSBURG-ANTIOCH HIGHWAY BASED UPON THE MAP OF SUBDIVISION 8587, FILED IN BOOK 449 OF MAPS AT PAGE 14, TAKEN AS N66°04'09"W.

REVIEWED BY:

FOR THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

DATE



GRADING PLAN

TITLE SHEET

CITY OF PITTSBURG CONTRA COSTA COUNTY CALIFORNIA

Isakson & Assoc. Inc.
civil engineering and land surveying

2255 Ygnacio Valley Road, Suite C, Walnut Creek, CA. 94598 Phone: (925) 937-9333

DATE: 08-22-17 DESIGNED BY: DOI DRAWN BY: STAFF CHECKED BY: DOI JOB NO. 200607 SHEET 1 OF 7

GENERAL NOTES:

1. **BENCHMARK:**
CONTRA COSTA COUNTY BM #3586: FASTENER AND TAG ON THE TOP CENTERLINE OF A DROP-INLET CURB AT THE NORTHEAST CORNER OF THE INTERSECTION OF LOVERIDGE ROAD AND PITTSBURG ANTIOCH HWY. TAKEN AS 36.460' DATUM (NGVD29)
2. **BASIS OF BEARINGS:**
THE LINE BETWEEN FOUND STANDARD CITY MONUMENTS PITTSBURG-ANTIOCH HIGHWAY BASED UPON THE MAP OF SUBDIVISION 8587, FILED IN BOOK 449 OF MAPS AT PAGE 14, TAKEN AS N66°04'09"W.
3. PRIVATE WATER LINES TO BE INSTALLED ACCORDING TO THE CITY OF PITTSBURG STANDARD SPECIFICATIONS, STANDARD DETAILS AND AWWA C-651-86. WATER SERVICE SHALL BE 1" DIAMETER COPPER, TYPE K WITH 5 LB. ANODE, OR AS DIRECTED BY CITY ENGINEER.
SEE STD. DETAIL W-5. THERE SHALL BE AT LEAST A 2' MIN. OFFSET OF WATER SERVICES AND A 4' MIN. OFFSET OF SERVICES FROM VALVES.
4. ALL WATER METERS AND BOXES TO BE PROVIDED BY THE CITY OF PITTSBURG UPON PAYMENT OF REQUIRED FEES. CONTRACTOR SHALL PROVIDE WATER MAINS, ALL SPECIAL FITTINGS, AND 1" SERVICE FOR EACH LOT AND INSTALL THE METER AND METER BOXES IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS & STANDARD DETAILS. METER BOXES TO BE INSTALLED AT BACK OF SIDEWALK OR BEHIND THE CURB AS APPLIES, STANDARD DETAIL W-5.
5. PRIVATE WATER MAIN TO HAVE RESILIENT WEDGE GATE VALVES FOR LINES UP TO AND INCLUDING 10" IN SIZE, FOR SIZES 12" AND GREATER USE BUTTERFLY VALVES, RING-TITE FITTINGS, AND (RESIDENTIAL / COMMERCIAL) TYPE (JONES # J-3740 / # J-3760; OR LONG BEACH # 614 / # 625; OR RICH RANGER # 950 / # 960) FIRE HYDRANTS. PIPE SHALL BE POLY WRAPPED WITH CATHODIC PROTECTION AND CORROSION MONITORING TEST STATION PER CITY OF PITTSBURG STANDARD SPECIFICATIONS AND DETAILS.
6. CONTRACTOR SHALL NOT TURN OFF ANY VALVES IN THE CITY OF PITTSBURG NOR MAKE ANY CONNECTIONS TO EXISTING DOMESTIC WATER DISTRIBUTION SYSTEM WITHOUT WRITTEN CONSENT OF CITY ENGINEER. CONNECTIONS REQUIRING SHUTDOWN OF EXISTING SYSTEMS SHALL BE DONE BETWEEN THE HOURS OF MIDNIGHT & 6 A.M., OR AS DIRECTED BY CITY ENGINEER.
7. PRIVATE WATER LINE INSTALLATION AND TESTING TO BE DONE PER CITY STANDARD AND AWWA C651-86.
8. ALL PRIVATE SANITARY SEWER PIPE SHALL CONFORM TO CITY OF PITTSBURG STANDARD SPECIFICATIONS & STANDARD DETAILS FOR PLASTIC PIPE. ALL SANITARY SEWER 6 IN DIAMETER OR LARGER WHETHER PUBLIC OR PRIVATE MUST BE T.V'D AND PRESSURE TESTED IN THE PRESENCE OF BOTH CITY CONSTRUCTION INSPECTOR & CONTRACTOR AT CONTRACTOR'S EXPENSE. SAID INSPECTION SHALL BE ARRANGED FOR AND PAID BY CONTRACTOR AFTER BACKFILL AND COMPACTION ARE COMPLETE BUT PRIOR TO INSTALLATION OF ANY STREET SECTION, CONCRETE SLABS, OR FINISHED GRADES. ANY DEFECTS WILL BE CORRECTED, TRENCH BACKFILLED AND COMPACTED AND THE SANITARY SEWER REMONITORED AT CONTRACTOR'S EXPENSE UNTIL APPROVED BY THE CITY. ALL SEWER MAIN AND LATERALS SHALL BE AIR TESTED PER CITY AND CENTRAL CONTRA COSTA SANITATION DISTRICT STANDARDS. THERE SHALL BE AT LEAST 2' BETWEEN ADJACENT SEWER LATERALS.
9. CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS, SURROUNDING LANDSCAPE AND OTHER IMPROVEMENTS WITH SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC., AND TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS, OR HAZARDOUS CONDITIONS OR AS MAY OTHERWISE BE DIRECTED BY THE CITY ENGINEER.
10. APPROVAL OF THESE PLANS BY THE CITY ENGINEER SHALL NOT RELIEVE THE DEVELOPER OR HIS ENGINEER FROM RESPONSIBILITY FOR THE DESIGN OF IMPROVEMENTS AND FOR ANY DEFICIENCIES RESULTING FROM THE DESIGN THEREOF.
11. CONTRACTOR IS RESPONSIBLE FOR COORDINATING HIS WORK TO AVOID CONFLICTS BETWEEN SEWER LATERALS, STORM DRAINS, AND WATER MAINS. CONTRACTOR SHALL POTHOLE EXISTING FACILITIES TO VERIFY ELEVATIONS SHOWN ON THE PLANS PRIOR TO THE INSTALLATION OF NEW UTILITIES.
12. ALL WORK TO BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARD DETAILS FOR CONSTRUCTION OF IMPROVEMENTS FOR THE CITY OF PITTSBURG, CALIFORNIA, AND SHALL MEET APPROVAL OF THE CITY ENGINEER OF THE CITY OF PITTSBURG.
13. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS & PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE ENGINEER HARMLESS FROM ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXEMPTING FROM LIABILITY ARISING FROM SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
14. CONTRACTOR SHALL COMPLY WITH RULES AND REGULATIONS OF STATE, CITY AND OSHA CONSTRUCTION SAFETY ORDERS.
15. CONTRACTOR SHALL POST EMERGENCY PHONE # 'S FOR ENGINEERING CONSTRUCTION DIVISION, AMBULANCE, POLICE AND FIRE DEPARTMENT. CONTRACTOR SHALL PROVIDE CITY ENGINEER WITH PHONE NUMBERS OF ONE SUPERINTENDENT AND TWO APPOINTED ALTERNATES FOR AFTER HOUR EMERGENCIES.
16. CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY AS DIRECTED BY THE CITY ENGINEER AND CITY OF PITTSBURG STANDARD DRAWINGS AND SPECIFICATIONS, CURRENT EDITION.
17. ENCROACHMENT PERMITS REQUIRED FOR WORK WITHIN EXISTING PUBLIC RIGHTS OF WAY SHALL BE OBTAINED BY CONTRACTOR PRIOR TO STARTING SUCH WORK. GRADING PERMIT REQUIRED FOR ALL CONSTRUCTION.
18. OBSTRUCTIONS INDICATED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES. NEITHER THE OWNER, CITY OF PITTSBURG, OR THE ENGINEER ASSUMES RESPONSIBILITY THAT THE OBSTRUCTIONS INDICATED WILL BE THE OBSTRUCTIONS ENCOUNTERED.
19. CONTRACTOR TO INSTALL BACKFLOW PREVENTER VALVES AFTER EACH WATER METER IF REQUIRED BY CITY ENGINEER.
20. THE CONTRACTOR SHALL OBTAIN A HYDRANT WATER METER AND PERMIT FROM THE CITY PRIOR TO USE OF ANY CITY WATER FOR CONSTRUCTION PURPOSES.

GENERAL NOTES (CONT.):

21. ALL ELECTRICAL AND GAS UTILITIES TO BE PROVIDED BY PACIFIC GAS & ELECTRIC CO., AND INSTALLED UNDERGROUND BEFORE CONSTRUCTION OF CURB, GUTTER AND SIDEWALKS. CONTRACTOR TO SUPPLY ONE PRINT OF THE PG&E SERVICES DRAWING TO THE CITY OF PITTSBURG ENGINEERING CONSTRUCTION DIVISION AT TIME OF "RECORD DRAWINGS".
22. WHERE A CONFLICT OCCURS BETWEEN CITY OF PITTSBURG STANDARD SPECIFICATIONS, STANDARD DETAILS, AND RECOMMENDATIONS BY THE DEVELOPER'S ENGINEER AND/OR SOILS ENGINEER, THE MORE STRINGENT SHALL APPLY.
23. FOR DETAILS NOT SHOWN ON THESE PLANS, REFER TO CITY OF PITTSBURG STANDARD DRAWINGS AND SPECIFICATIONS, CURRENT EDITION.
24. CONTRACTOR SHALL NOTIFY USA 800 277-2600, 48 HOURS PRIOR TO ANY EXCAVATION. CONTACTING USA DOES NOT RELIEVE CONTRACTOR FROM HIS RESPONSIBILITY TO DETERMINE LOCATION AND DEPTH OF BURIED UTILITIES OR IN REPAIR OF BURIED UTILITIES DAMAGED BY HIS OPERATIONS.
25. REVISIONS TO THESE PLANS SHALL BE SUBMITTED ON ORIGINALS TO CITY ENGINEER FOR APPROVAL AND SIGNATURE, THEN THREE COPIES OF APPROVED REVISED PLANS SHALL BE SUBMITTED TO CITY ENGINEER PRIOR TO CONSTRUCTION IN THE FIELD. A SEPIA MYLAR COPY OF APPROVED AS-BUILT PLANS SHALL BE SUBMITTED TO THE CITY UPON FINAL APPROVAL OF COMPLETED PROJECT.
26. A GRADING PERMIT WILL BE REQUIRED FROM CITY OF PITTSBURG PRIOR TO START OF GRADING.
27. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE TEMPORARY DRAINAGE FACILITY DURING THE RAINY SEASON OPERATION AND PROTECT ALL GRADED AREAS FROM EROSION. CONTRACTOR SHALL REPAIR ANY AREA OF EROSION PRIOR TO ACCEPTANCE OF GRADING.
28. ALL GENERAL CONTRACTORS AND SUB-CONTRACTORS MUST HAVE A CITY OF PITTSBURG BUSINESS LICENSE.
29. STORM DRAIN PIPE TO BE INSTALLED ACCORDING TO THE CITY OF PITTSBURG STANDARD SPECIFICATIONS AND STANDARD DETAILS. STORM DRAIN PIPE TO BE ADS N-12 UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
30. CLEARANCE BETWEEN STORM DRAIN AND SANITARY SEWER LINES IS 12" OR GREATER UNLESS SHOWN OTHERWISE.
31. SOILS REPORT: TO BE ASSIGNED
32. GRADING OPERATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE CITY OF PITTSBURG, CHAPTER 15.88 OF THE PITTSBURG MUNICIPAL CODE AND THE RECOMMENDATIONS CONTAINED IN THE GEOTECHNICAL EXPLORATION REPORT. THE SOILS ENGINEER SHOULD BE ONSITE FOR OBSERVATION AND REPORTING FOR GRADING OPERATION
33. DIMENSIONS LOCATING CURB AND GUTTER ARE TO FACE OF CURB.
34. A "W" SHALL BE STAMPED ON THE TOP OF CURB OVER EACH WATER SERVICE.
35. A "S" SHALL BE STAMPED ON THE TOP OF CURB OVER EACH SEWER LATERAL.
36. WHERE PAVEMENT IS TO BE EXTENDED, EXISTING IMPROVEMENT ENDS MUST BE SAW-CUT. ANY A.C. OR P.C.C. PAVEMENT REMOVED MUST BE SAW-CUT OR REMOVED TO AN EXPANSION JOINT.
37. STANDARD STREET NAME SIGNS AND STOP SIGNS SHALL BE INSTALLED AT LOCATIONS DESIGNATED BY THE CITY ENGINEER. STOP SIGNS SHALL HAVE REQUIRED APPROPRIATE PAVEMENT MARKING IN THERMOPLASTIC STANDARD DETAILS T-3. STREET SIGNING AND STRIPING SHALL BE INSTALLED BY CONTRACTOR.
38. HANDICAP RAMPS SHALL BE CONSTRUCTED TO STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION CURB RAMP DETAIL "CASE C" PER RSP AB8A, DATED MAY 20, 2011 AND SHALL INCLUDE DETECTABLE WARNING SURFACE 3' DEEP FOR THE WIDTH OF THE RAMP.
39. THE OFFICE OF ISAKSON & ASSOCIATES, INC. (PHONE 925-937-9333) SHALL BE NOTIFIED 48 HOURS PRIOR TO REQUIRING OF ANY STAKES.
40. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DRIVEWAY AND SEWER LATERAL LOCATION STAKES WITH A REPRESENTATIVE OF THE OFFICE OF ISAKSON & ASSOCIATES PRIOR TO CONSTRUCTION (PHONE 925-937-9333), IMMEDIATELY AFTER WHICH ISAKSON & ASSOCIATES SHALL TERMINATE THEIR LIABILITY FOR THE CORRECT LOCATION OF SAID STAKES.
41. ANY EXTRA CONSTRUCTION STAKING NECESSITATED SOLELY BY THE CONTRACTOR'S NEGLIGENCE WILL BE CHARGED TO THE CONTRACTOR ON A TIME AND MATERIALS BASIS.
42. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER OR THE OWNER.
43. PRESSURE REDUCERS MAY BE REQUIRED ON CERTAIN WATER SERVICES DEPENDING ON THE FINAL ZONE BOUNDARY LOCATIONS TO BE DETERMINED BY THE CITY ENGINEER.
44. EACH BUILDING SHALL BE PROTECTED FROM BACKFLOW OF SEWAGE BY INSTALLING AN APPROVED BACKFLOW DEVICE AT THE CLEANOUT (PITTSBURG MUNICIPAL CODE 15 32 030). THE BACKFLOW DEVICE SHALL BE APPROVED BY THE CITY BUILDING DEPARTMENT PRIOR TO INSTALLATION.
45. CURBS SHALL BE PAINTED RED 10 FEET EACH SIDE OF FIRE HYDRANTS.
46. NO WORK SHALL BEGIN ON THIS PROJECT PRIOR TO A PRECONSTRUCTION CONFERENCE WITH CITY STAFF. CALL FRANCIS P. MCKINLEY, CITY ENGINEER, (925) 252-4930, TO ARRANGE FOR THIS CONFERENCE.
47. NOISE-GENERATING CONSTRUCTION ACTIVITIES, INCLUDING TRUCK TRAFFIC TO AND FROM THE PROJECT SITE, SHALL BE ALLOWED ONLY DURING THE DAYTIME, WEEKDAY (NON-HOLIDAY) HOURS OF 7:00 AM TO 5:30 PM. SATURDAY WORK TO BE APPROVED BY THE CITY ENGINEER.
48. ALL ON-SITE STORM DRAIN INLETS SHALL BE LABELED "NO DUMPING-DRAINS TO DELTA" USING CITY APPROVED METHODS.

SANITARY SEWER NOTES:

1. SEE CITY ORDINANCE AND CENTRAL CONTRA COSTA SANITARY DISTRICT (CCOSD) SECTIONS 1-15 FOR DESIGN CRITERIA AND DETAILS.
2. USE S-2 FOR SANITARY SEWER LATERAL DETAILS. WHEN S-2 CONFLICTS WITH CCOSD DETAILS OR SPECIFICATIONS, THE S-2 DETAIL SHALL PREVAIL.
3. ALL OTHER IMPROVEMENTS SHALL BE CONSTRUCTED PER CCOSD DETAILS NUMBERED DWG 1-DWG 52
4. TRENCH WIDTH - USE CITY DETAIL R-5
5. WHEREVER "THE ENGINEER" OR "COUNTY ENGINEER" IS USED, THIS REFERS TO THE CITY ENGINEER.
6. NO STEPS IN ANY STRUCTURES (MH, VAULTS, ETC.)
7. CCOSD DETAILS (DWG 1-DWG 52) MAY BE PURCHASED AT THE FOLLOWING LOCATION:

CCOSD OFFICES
5019 IMHOFF PLACE
MARTINEZ, CA 94553
(925) 229-3890
DETAILS AVAILABLE ONLINE AT
HTTP://CENTRALSAN.ORG/INDEX.CFM?NAVLD=920
8. SANITARY SEWER MAINS, SEWER MANHOLES AND SEWER LATERAL SERVICES (SIDE SEWERS) SHALL BE CONSTRUCTED IN ACCORDANCE WITH CCOSD STANDARD SPECIFICATIONS, SECTIONS 18-23 AND SELECTED STANDARD DETAILS, AS MODIFIED BY THESE CITY STANDARDS. CITY OF PITTSBURG STANDARD SPECIFICATIONS, PART 2 - TECHNICAL PROVISIONS, SECTIONS 1 THROUGH 16 SHALL NOT APPLY EXCEPT WHERE THE CCOSD STANDARD SPECIFICATIONS ARE SILENT.
9. WHERE THE CCOSD STANDARD SPECIFICATIONS AND STANDARD DRAWINGS MAKE REFERENCE TO "DISTRICT", THAT TERM SHALL MEAN THE CITY OF PITTSBURG. EXCEPT WHERE MODIFIED BY THESE STANDARDS, CONTRACTOR SHALL FURNISH ALL MATERIALS AND PERFORM ALL CONSTRUCTION OPERATIONS AND INSTALLATIONS, TELEVISION INSPECTION AND TESTING OF NEW FACILITIES, REGARDLESS OF CONTRADICTORY LANGUAGE IN THE CCOSD STANDARDS STATING THAT THE WORK WILL BE PERFORMED BY THE DISTRICT.

GRADING NOTES:

1. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY & ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER, OR THE CITY OF PITTSBURG PUBLICWORKS.
2. CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY.
3. DURING ROUGH GRADING OF THIS PROJECT, CONTRACTOR SHALL COM-PENSATE FOR ANY FUTURE UNDERGROUND UTILITY TRENCH SPOILS BY SELECTIVELY UNDERCUTTING THE STREETS.
5. DURING GRADING OPERATIONS, CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES & INTERIM SEDIMENTATION & EROSION CONTROL MEASURES ON SITE AND ON HAUL ROUTES.
6. ALL STORM WATER RUNOFF SHALL BE CONTAINED WITHIN A SEDIMENTA-TION BASIN OR SEDIMENTATION TRAP PRIOR TO LEAVING THE PROJECT SITE OR ENTERING A PERMANENT STORM DRAIN SYSTEM. SEDIMENTATION BASINS AND TRAPS SHALL BE COMPLETED BY OCTOBER 15 AND MAINTAINED FROM OCTOBER 15 TO APRIL 15 EACH YEAR UNTIL ALL STREETS AND STORM DRAINAGE FACILITIES ARE COMPLETED WITHIN ITS DRAINAGE AREA.
7. ALL DEBRIS SHALL BE HAULED AND DISPOSED OF OFF-SITE BY CON-TRACTOR AS RECOMMENDED BY THE SOILS ENGINEER.
8. ALL GRADING, SITE PREPARATION AND PLACING & COMPACTING OF FILL SHALL BE DONE UNDER THE OBSERVATION OF THE SOILS ENGINEER. RECOMMENDATIONS OF THE SOILS REPORT SHALL BE STRICTLY ADHERED TO.
9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT UNDERGROUND SERVICE ALERT (1-800-227-2600) 48 HOURS PRIOR TO ANY EXCAVA-TION AND TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION. OBSTRUCTIONS INDICATED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES. NEITHER THE OWNER, CITY OF PITTSBURG, NOR THE ENGINEER ASSUMES RESPONSIBILITY THAT THE OBSTRUCTIONS INDICATED WILL BE THE ONLY OBSTRUCTIONS ENCOUNTERED.
10. ANY EXTRA CONSTRUCTION STAKING NECESSITATED SOLELY BY THE CONTRACTOR'S NEGLIGENCE WILL BE CHARGED TO THE OWNER/DEVELOPER ON A TIME AND MATERIALS BASIS. THE CONTRACTOR WILL THEN BE BACK-CHARGED FOR SAID EXTRA WORK.
11. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS SHOWN PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
12. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT ISAKSON & ASSOCIATES, INC. AT (925) 937-9333 FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.

ACCEPTED BY:	
FRANCIS P. MCKINLEY, CITY ENGINEER RCE 59574	
DATE:	
CITY ENGINEER SHALL NOT RELIEVE THE DEVELOPER OR THE ENGINEER FROM RESPONSIBILITY FOR THE DESIGN OF THE IMPROVEMENTS NOR FROM ANY DEFICIENCIES RESULTING FROM THE DESIGN THEREOF.	
THE CITY ENGINEER SHALL SIGN ANY REVISION PRIOR TO CONSTRUCTION. THREE COPIES OF THE REVISION SHALL BE SUBMITTED TO THE CITY.	
A "RECORD DRAWING" ON MYLAR FILM SHALL BE SUBMITTED TO THE CITY PRIOR TO ACCEPTANCE OF THE WORK AS COMPLETE.	

"EDGEWATER APARTMENTS"

GRADING, DRAINAGE, AND UTILITY PLANS

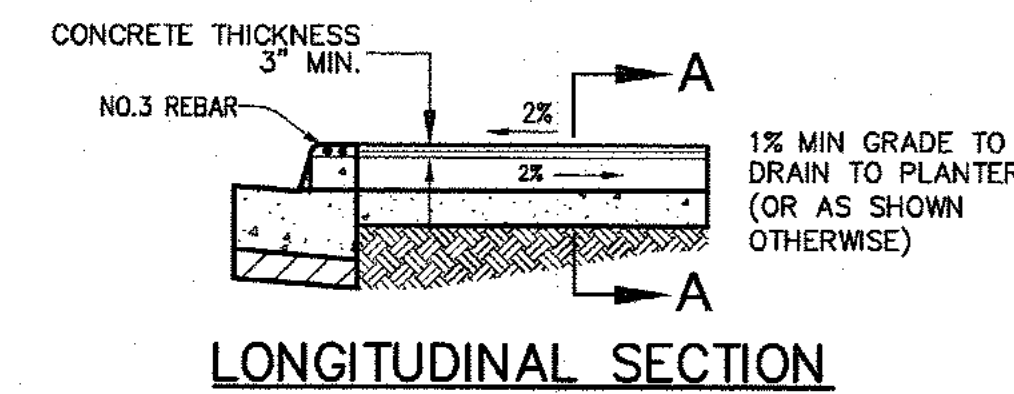
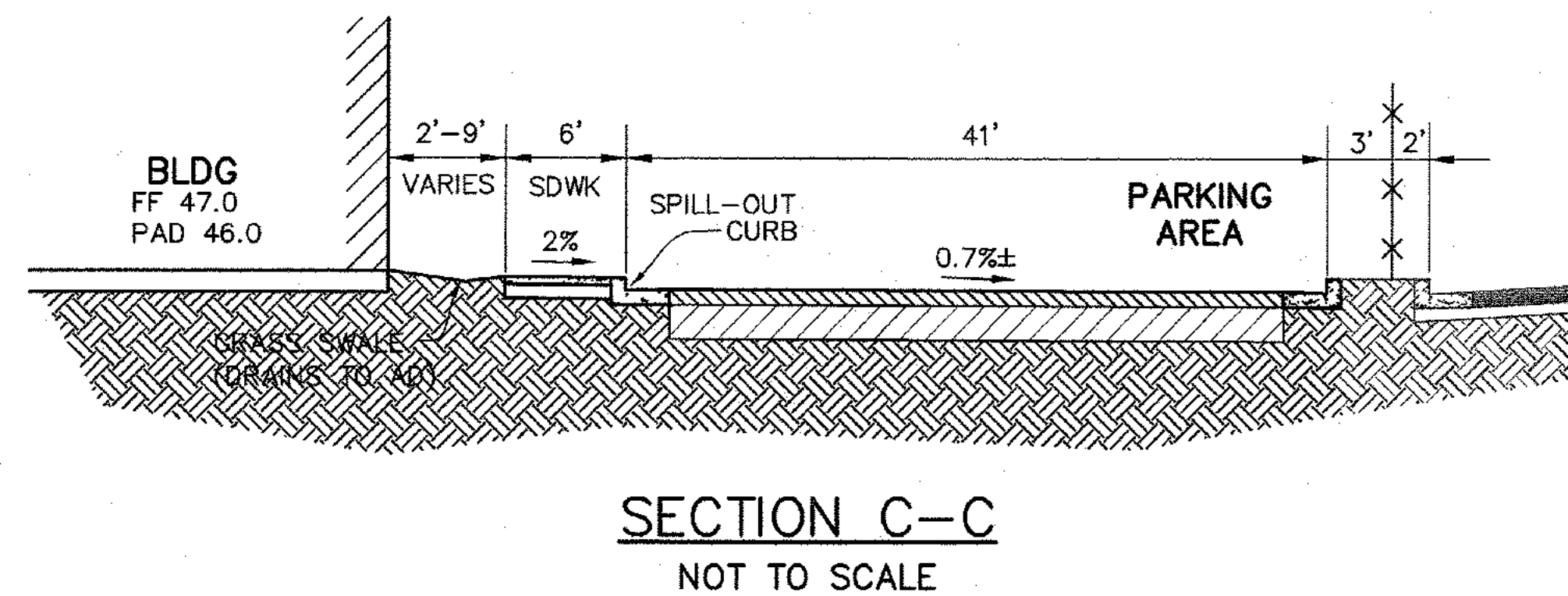
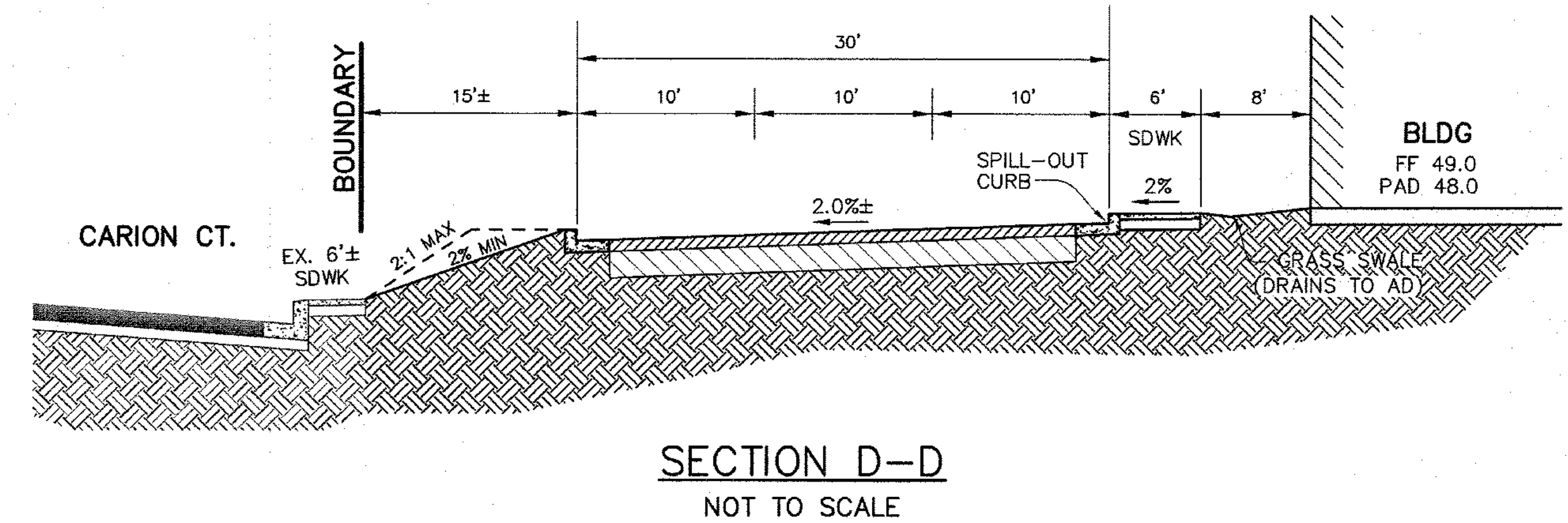
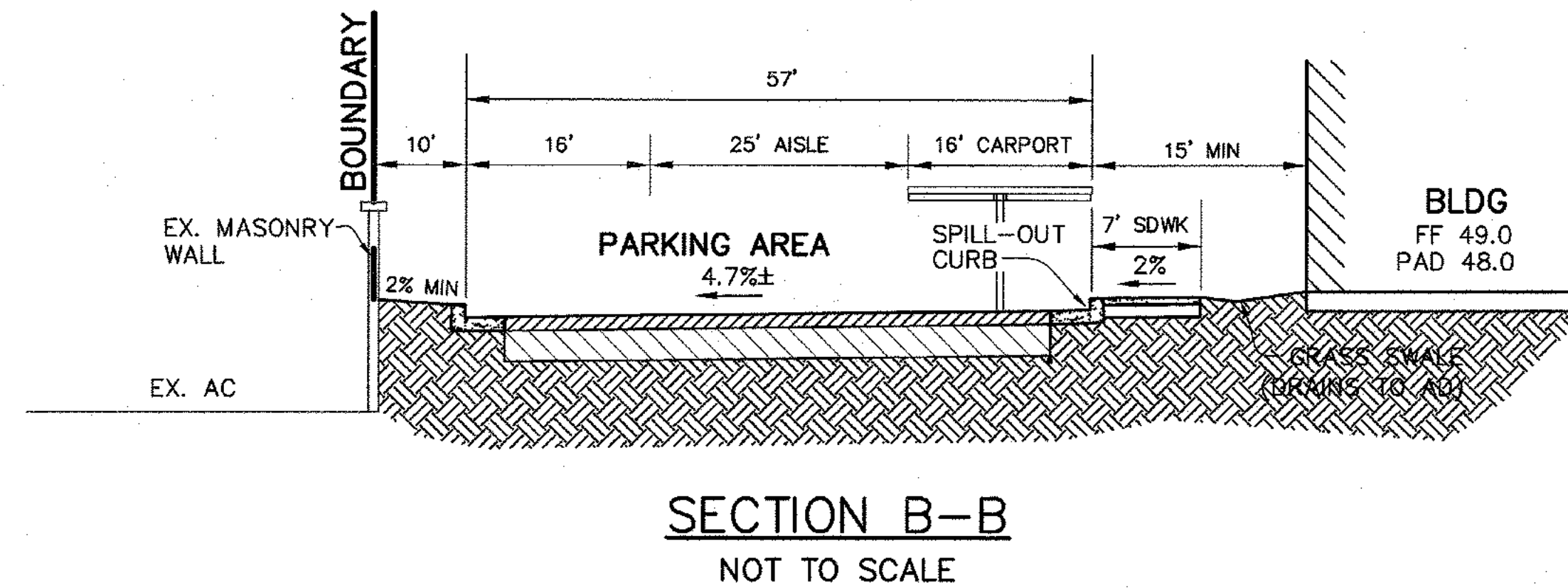
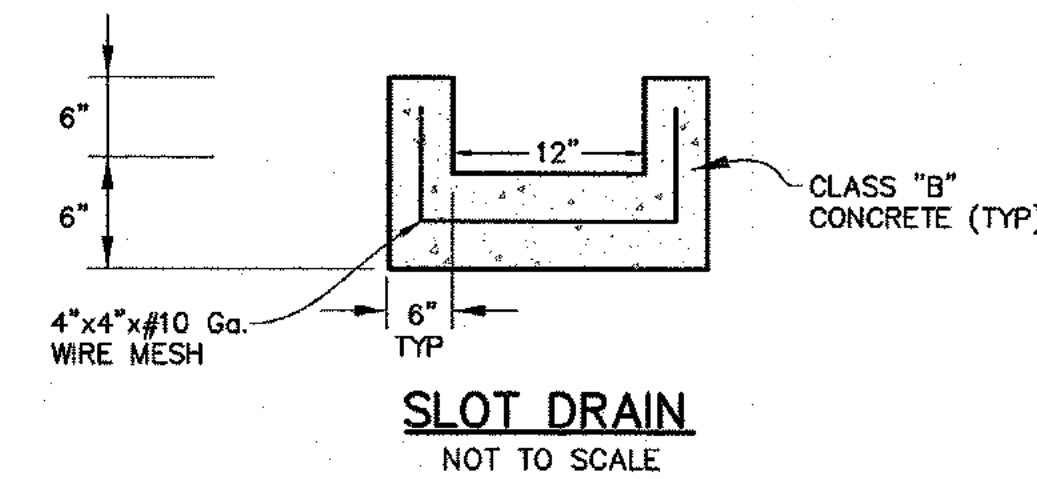
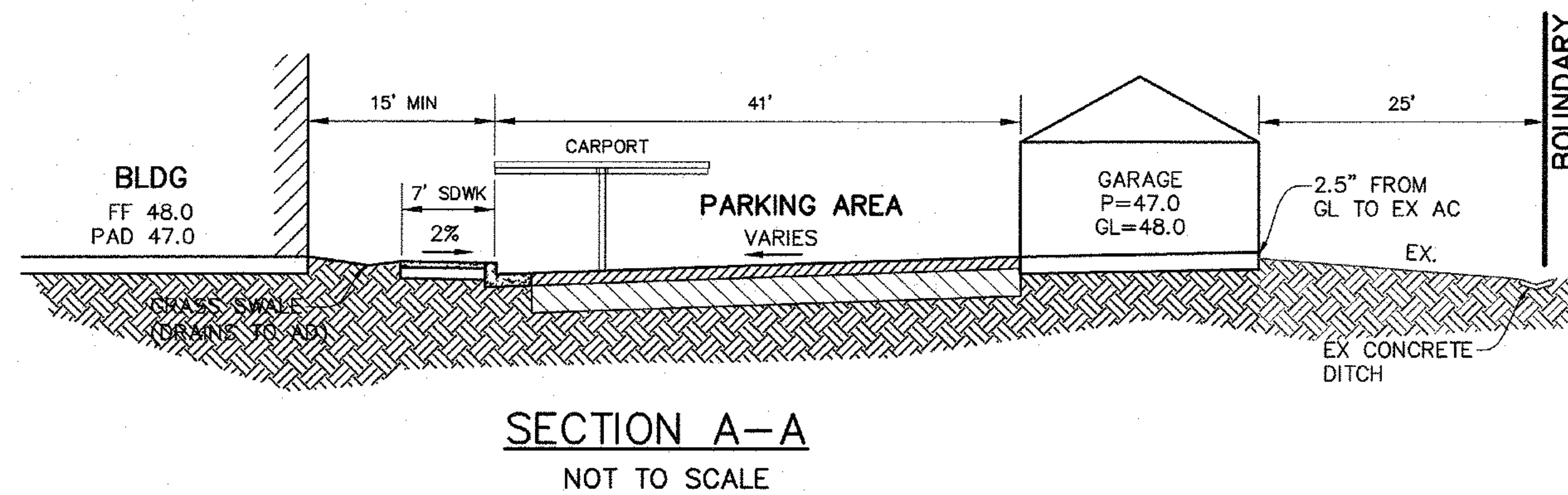
GRADING NOTES (CONT):

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE SOILS ENGINEER 48 HOURS PRIOR TO STARTING EARTHWORK OPERATIONS.
14. EXISTING TOPOGRAPHY IS FROM ISAKSON & ASSOCIATES INC. FIELD TOPOGRAPHY DATED 1-21-2015.
15. NO WORK SHALL COMMENCE UNTIL A GRADING PERMIT IS OBTAINED FROM THE CITY OF PITTSBURG.
16. PRIOR TO ANY WORK ON ADJACENT PROPERTIES THE CONTRACTOR SHALL OBTAIN A COPY OF THE RIGHT OF ENTRY TO PERFORM THE WORK AND NOTIFY THE AFFECTED PROPERTY OWNER OR OCCUPANT 48 HOURS PRIOR TO START OF SAID WORK.
17. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER OR ISAKSON & ASSOCIATES, INC.
18. NO WORK SHALL BEGIN ON THIS PROJECT PRIOR TO A PRECONSTRUCTION CONFERENCE WITH CITY STAFF. CALL ALFREDO HURTADO, ASSOC. ENGINEER (925) 252-4930 TO ARRANGE FOR THIS CONFERENCE.
19. ALL DISTURBED AREAS OF EARTH SHALL BE HYDROSEEDED AS SOON AS POSSIBLE, AND NOT LATER THAN SEPTEMBER 15TH. (SEE THE EROSION CONTROL PLAN).
- NOTE:
SUBDRAIN CLEANOUTS SHALL BE INSTALLED IN A COVERED CONCRETE BOX AT THE SURFACE AND MARKED WITH A 4"x4" WHITE INDICATOR POST.
- NOTE:
POT HOLE EXISTING UTILITIES AT PROPOSED UTILITY CROSSINGS AND/OR POINTS OF CONNECTION TO CONFIRM PIPE DEPTHS AND LOCATIONS TO ENSURE THAT THERE ARE NO CONFLICTS.

		APPR.		EDGEWATER APARTMENTS	
				GRADING PLAN	
				GENERAL NOTES	
				CITY OF PITTSBURG CONTRA COSTA COUNTY CALIFORNIA	
				Isakson & Assoc. Inc.	
				civil engineering and land surveying	
				2255 Ygnacio Valley Road, Suite C, Walnut Creek, CA. 94598 Phone: (925) 937-9333	
DATE: 08-22-17		DESIGNED BY: DOI		DRAWN BY: STAFF	
		CHECKED BY: DOI		JOB NO. 200607	
				SHEET 2 OF 7	

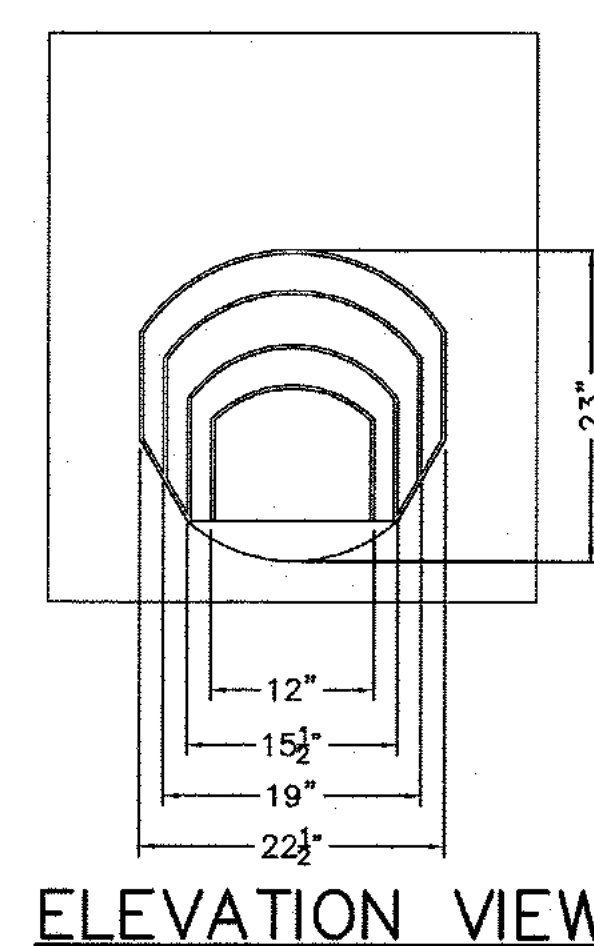
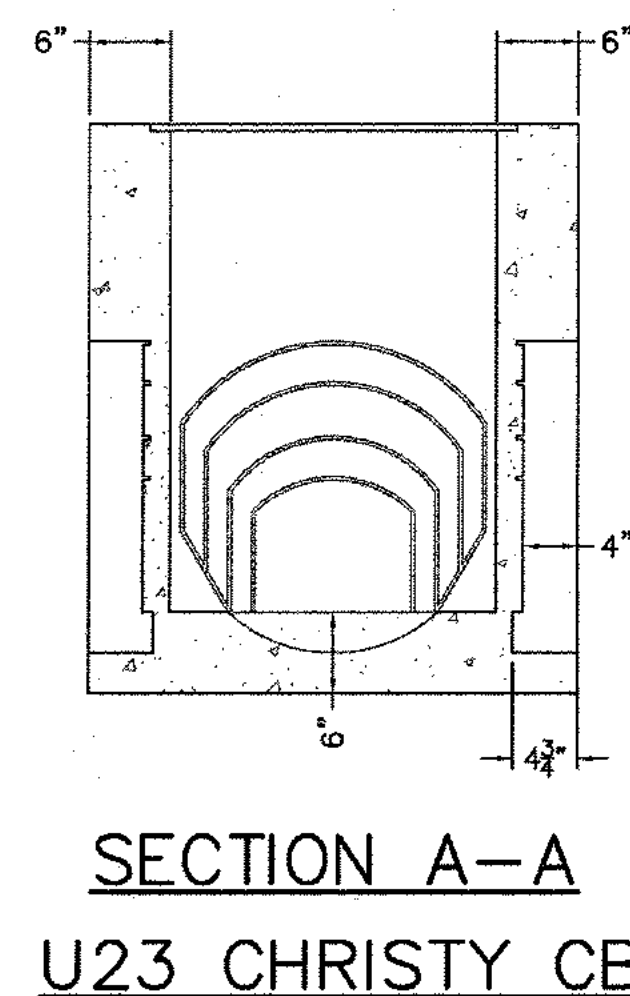
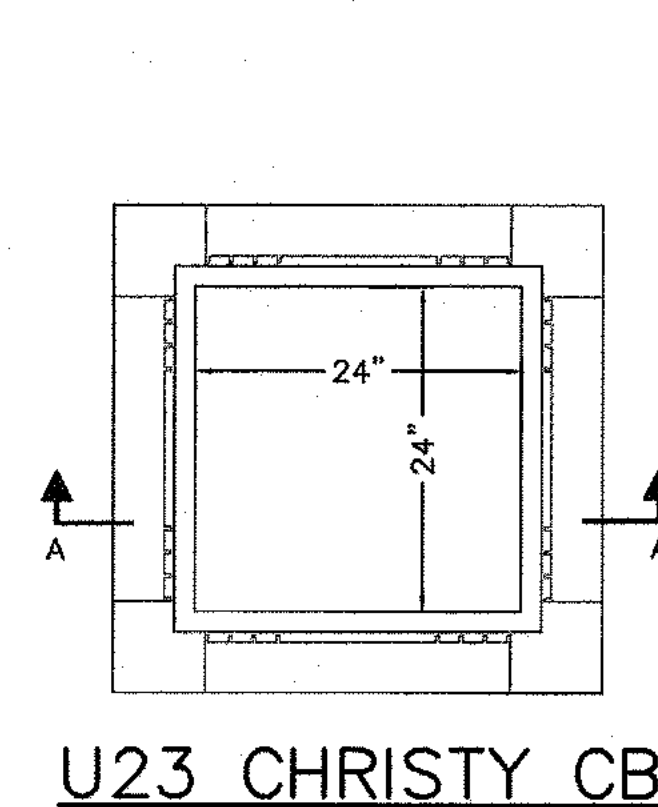
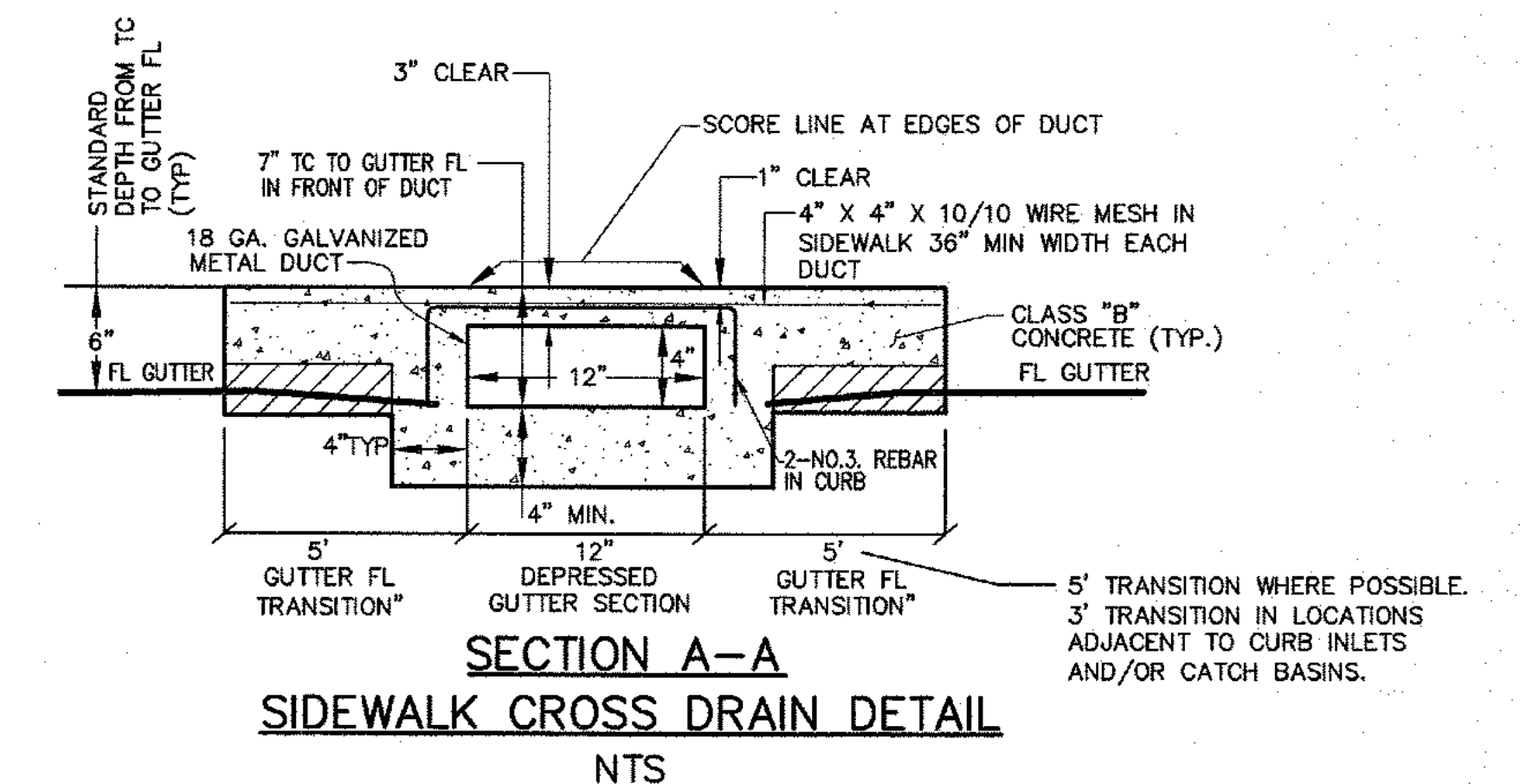
"EDGEWATER APARTMENTS"

GRADING, DRAINAGE, AND UTILITY PLANS



- NOTES:
1. METAL DUCT FORM SHALL BE SUPPORTED FROM DISTORTION DURING POURING OF CONCRETE.
 2. THE CONCRETE AND METAL DUCT SHALL EXTEND CONTINUOUSLY FROM THE BACK OF WALK TO FACE OF CURB.

SIDEWALK CROSS DRAIN DETAIL
NTS

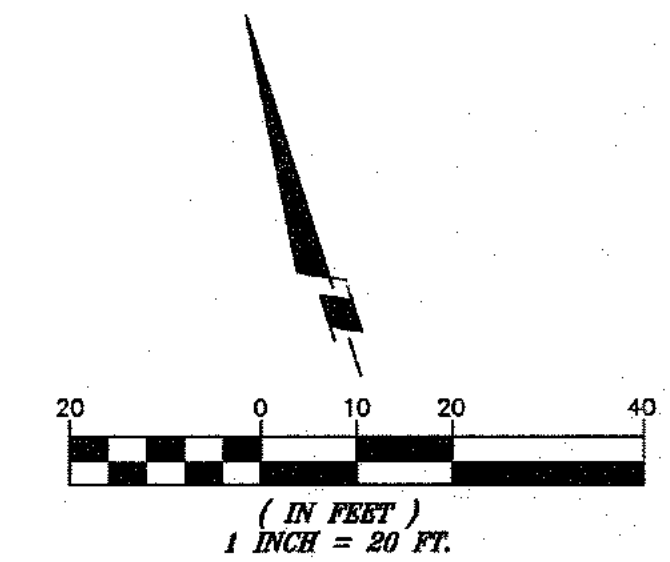


ACCEPTED BY:
FRANCIS P. MCKINLEY, CITY ENGINEER RCE 56574
DATE:
CITY ENGINEER SHALL NOT RELIEVE THE DEVELOPER OR THE ENGINEER FROM RESPONSIBILITY FOR THE DESIGN OF THE IMPROVEMENTS NOR FROM ANY DEFICIENCIES RESULTING FROM THE DESIGN THEREOF.
THE CITY ENGINEER SHALL SIGN ANY REVISION PRIOR TO CONSTRUCTION. THREE COPIES OF THE REVISION SHALL BE SUBMITTED TO THE CITY.
A "RECORD DRAWING" ON MYLAR FILM SHALL BE SUBMITTED TO THE CITY PRIOR TO ACCEPTANCE OF THE WORK AS COMPLETE.

APPROVED		DATE		DESIGNED BY		DRAWN BY		CHECKED BY		JOB NO.		SHEET 3 OF 7							
		Isakson & Assoc. Inc. civil engineering and land surveying 2255 Ygnacio Valley Road, Suite C, Walnut Creek, CA. 94598 Phone: (925) 937-9333		GRADING PLAN SECTIONS AND DETAILS CITY OF PITTSBURG CONTRA COSTA COUNTY CALIFORNIA		EDGEWATER APARTMENTS		DATE: 08-22-17		DESIGNED BY: DOI		DRAWN BY: STAFF		CHECKED BY: DOI		JOB NO.: 200607		SHEET 3 OF 7	

GRADING & DRAINAGE PLAN "EDGEWATER APARTMENTS"

CITY OF PITTSBURG
CONTRA COSTA COUNTY
STATE OF CALIFORNIA



LEGEND:

- STORM DRAIN & CATCH BASIN
- EXISTING STORM DRAIN
- STORM DRAIN & AREA DRAIN
- STREET LIGHT
- CONCRETE
- EXISTING AC PAVING
- ASPHALT CONCRETE
- 42" +/- DECORATIVE METAL VIEW FENCE
- PROJECT BOUNDARY BOARD FENCE
- RETAINING WALL
- FF=48.0
P=46.8
47.0
47.5
+ 93.56
STAIRWAY
STREET GRADE & DIRECTION
PROPOSED SIDEWALK/WALKWAY
CARPORT
GARAGE



EDGEWATER APARTMENTS

GRADING PLAN
GRADING AND DRAINAGE PLAN
PITTSBURG CONTRA COSTA COUNTY

Isakson & Assoc. Inc.
civil engineering and land surveying

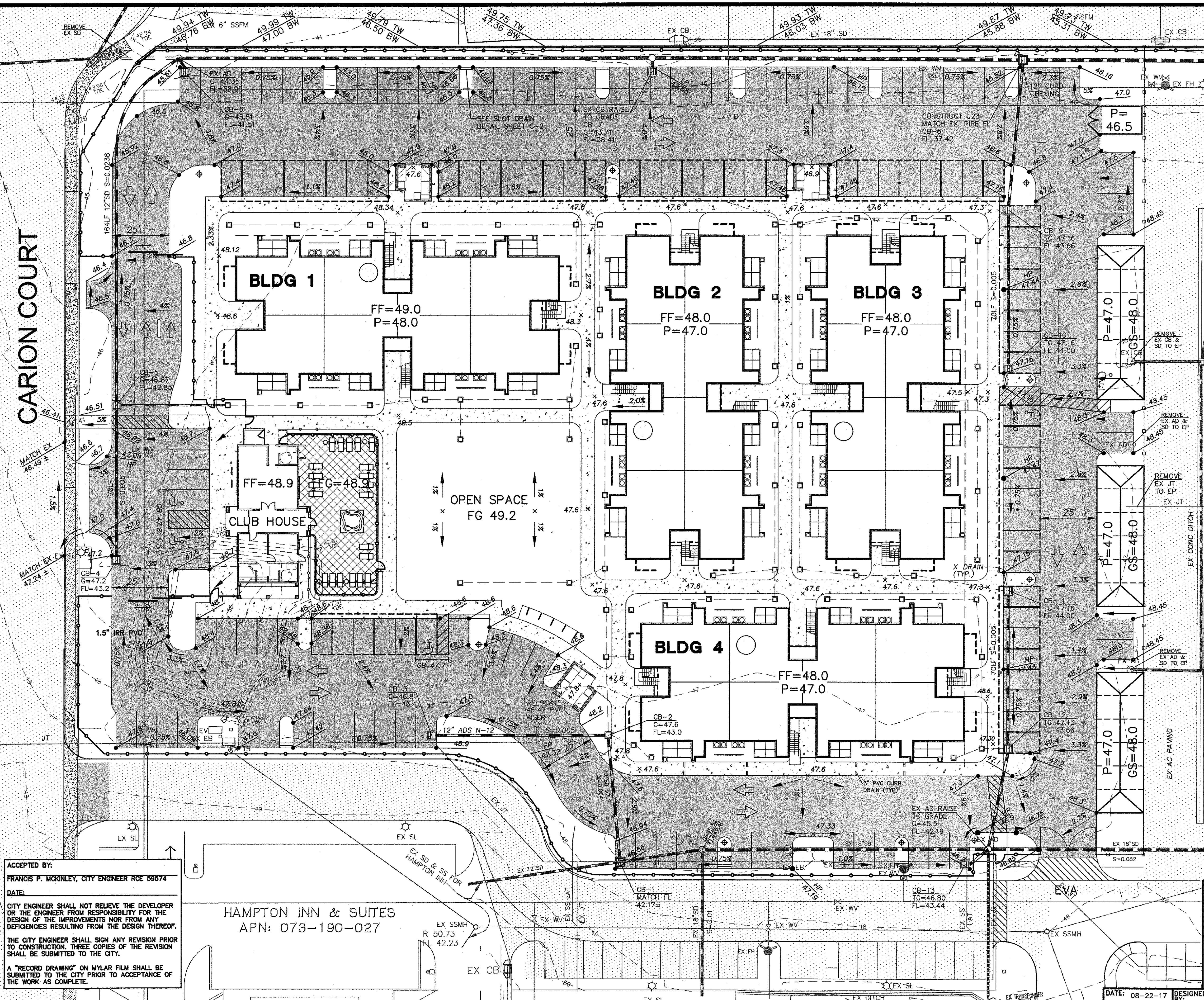
2255 Ygnacio Valley Road, Suite C, Walnut Creek, CA. 94598 Phone: (925) 937-9333

DATE: 08-22-17 DESIGNED BY: DOI DRAWN BY: STAFF CHECKED BY: DOI JOB NO. 200807 SHEET 4 OF 7

CARION COURT

ACCEPTED BY:
FRANCIS P. MCKINLEY, CITY ENGINEER RCE 59574
DATE:
CITY ENGINEER SHALL NOT RELIEVE THE DEVELOPER OR THE ENGINEER FROM RESPONSIBILITY FOR THE DESIGN OF THE IMPROVEMENTS NOR FROM ANY DEFICIENCIES RESULTING FROM THE DESIGN THEREOF.
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HAMPTON INN & SUITES
APN: 073-190-027



CITY OF PITTSBURG
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

STORM DRAIN & CATCH BASIN

EXISTING STORM DRAIN

SANITARY SEWER & DIRECTION

SANITARY SEWER & MANHOLE

EXISTING SANITARY SEWER

WATER & GATE VALVE

EXISTING WATER & GATE VALVE

FIRE HYDRANT

STREET LIGHT

CONCRETE

EX AC PAVING

ASPHALT CONCRETE

42" +/- DECORATIVE METAL VIEW FENCE

PROJECT BOUNDARY

BOARD FENCE

RETAINING WALL

FINISH FLOOR ELEVATION

PAD ELEVATION

DENOTES FINISH GRADE

EX. SPOT ELEVATION

STAIRWAY

STREET GRADE & DIRECTION

PROPOSED SIDEWALK/WALKWAY

CARPORT

GARAGE

PROFESSIONAL



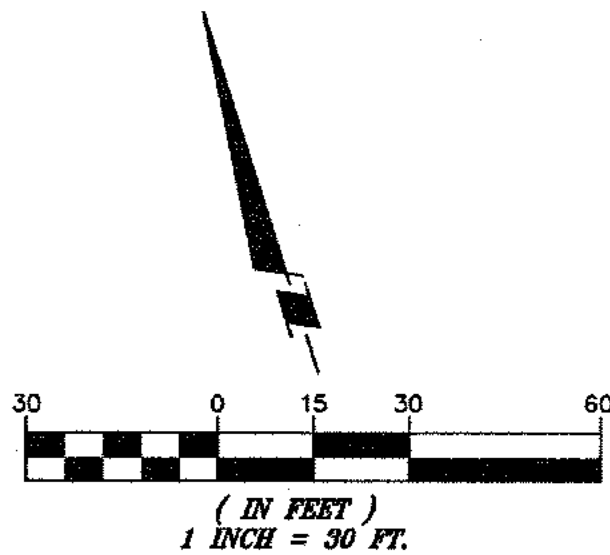
2255 Ygnacio Valley Road, Suite C, Walnut Creek, CA. 94598 Phone: (925) 937-9333

DATE: 08-22-17	DESIGNED BY: DOI	DRAWN BY: STAFF	CHECKED BY: DOI	JOB NO: 200607	SHEET 5 OF 7
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A "RECORD DRAWING" ON MYLAR FILM SHALL BE SUBMITTED TO THE CITY PRIOR TO ACCEPTANCE OF THE WORK AS COMPLETE.

"EDGEWATER APARTMENTS"

GRADING, DRAINAGE, AND UTILITY PLANS



OWNER: SUNNYSIDE PITTSBURG, LLC.
4081 PORT CHICAGO HWY., SUITE H.
CONCORD, CA 94520
PHONE: (925) 682-6419

CIVIL ENGINEER: ISAKSON & ASSOCIATES, INC.
2255 YGNACIO VALLEY RD., SUITE C
WALNUT CREEK, CA 94598
PHONE: (925) 937-9333

SOILS ENGINEER: TO BE ASSIGNED

EROSION CONTROL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF "EROSION CONTROL" FOR THE LIFE OF THE PROJECT AND SHALL INSTALL AND MAINTAIN ANY DEVICES AND MEASURES NECESSARY TO THE SATISFACTION OF THE CITY ENGINEER. DURING THE PERIOD OF OCTOBER 15 TO APRIL 15, THIS PLAN IS A GUIDELINE ONLY. THE CONTRACTOR SHALL TAKE WHATEVER STEPS ARE NECESSARY TO MINIMIZE THE QUANTITY OF ERODED MATERIAL FROM FLOWING INTO CREEKS AND PERMANENT STORM DRAINS AS APPROVED BY THE AGENCIES. ANY ADDITIONAL REQUESTS OR RECOMMENDATIONS MADE BY THE AGENCIES SHALL ALSO BE IMPLEMENTED BY THE CONTRACTOR AND CONSIDERED PART OF THIS PLAN.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF PITTSBURG (OR OTHER GOVERNING JURISDICTION) STANDARD SPECIFICATIONS.
3. TO MINIMIZE EROSION OF GRADED BANKS, ALL GRADED BANKS AND STOCKPILE AREAS SHALL BE HYDROMULCHED, LANDSCAPED OR SEALED PER THE CONTRA COSTA CLEAN WATER PROGRAM MANUAL, LATEST EDITION.
4. TO CONTROL EROSION WITHIN THE STREET RIGHT OF WAY, BALES OF STRAW, FILTRATION BAGS, BERMS OR OTHER SUITABLE MATERIAL SHALL BE IN PLACE DURING THE PERIOD OF OCTOBER 15 TO APRIL 15. THE "BEST MANAGEMENT PRACTICES" (BMP'S) SHALL BE PLACED WHERE SHOWN ON THIS PLAN OR AS REQUIRED BY THE CITY ENGINEER (OR OTHER JURISDICTIONAL INSPECTOR).
5. WHEN TEMPORARY STRUCTURES HAVE SERVED THEIR INTENDED PURPOSE AND THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED, THE EMBANKMENT AND RESULTING SEDIMENT DEPOSITS ARE TO BE LEVELED OR OTHERWISE DISPOSED OF BY THE CONTRACTOR AS RECOMMENDED BY THE SOILS ENGINEER.
6. GRADED AREAS MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE SHALL BE DIRECTED TOWARD DRAINAGE INLETS.
7. ALL SLOPES WITH A HEIGHT OF GREATER THAN FIVE (5) FEET ARE TO BE HYDROMULCHED.
8. ALL EROSION CONTROL STRUCTURES SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND AFTER EACH RAINSTORM AND SHALL BE CLEANED OUT AS NECESSARY.
9. SEE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REPORT FOR ADDITIONAL CONTROLS.
10. CONTRACTOR SHALL NOTIFY THE SWPPP CONSULTANT IF AN EROSION PROBLEM EXISTS AND CONTROLS ARE NOT COVERED IN THE SWPPP. THE CONSULTANT PHONE NUMBER IS (925) 937-9333.
11. IF A STORM DRAIN INLET HAS BEEN CONSTRUCTED IN AN UNPAVED AREA AND IS NOT BEING UTILIZED AS A SEDIMENT POND INLET, MEASURES SHALL BE TAKEN TO PREVENT THE INFLOW OF WATER (I.E. METAL PLATE OVER OPENING).
12. LOCATION OF DESIGNATED MATERIAL DELIVERY, LOADING, UNLOADING, STORAGE AREAS, VEHICLE FUELING & EQUIPMENT AREAS, AS WELL AS CONCRETE WASHOUT AREAS ARE APPROXIMATED ON THESE PLANS. CONSTRUCTION OPERATIONS WILL DICTATE ANY RELOCATION OF THESE AREAS AS NECESSARY.

LEGEND

- PROPOSED STORM DRAIN WITH INLET OR MANHOLE
- 2:1 SLOPE OR AS NOTED
- DIRECTION OF FLOW
- STRAW WATTLES
- STORM DRAIN INLET PROTECTION

- VELOCITY CHECK DAMS ANGLED APPROX. 45 DEGREE TO FLOW @ GUTTER LINES TO ALLOW PASSAGE THRU STREET CENTERLINE ON UNPAVED STREETS
- CONSTRUCTION 50' GRAVEL ENTRANCE (IF STREETS NOT YET PAVED)
- HYDROMULCH AREA
- SILT FENCE

ACCEPTED BY:
FRANCIS P. MCKINLEY, CITY ENGINEER RCE 59574
DATE:
CITY ENGINEER SHALL NOT RELIEVE THE DEVELOPER OR THE ENGINEER FROM RESPONSIBILITY FOR THE DESIGN OF THE IMPROVEMENTS NOR FROM ANY DEFICIENCIES RESULTING FROM THE DESIGN THEREOF.
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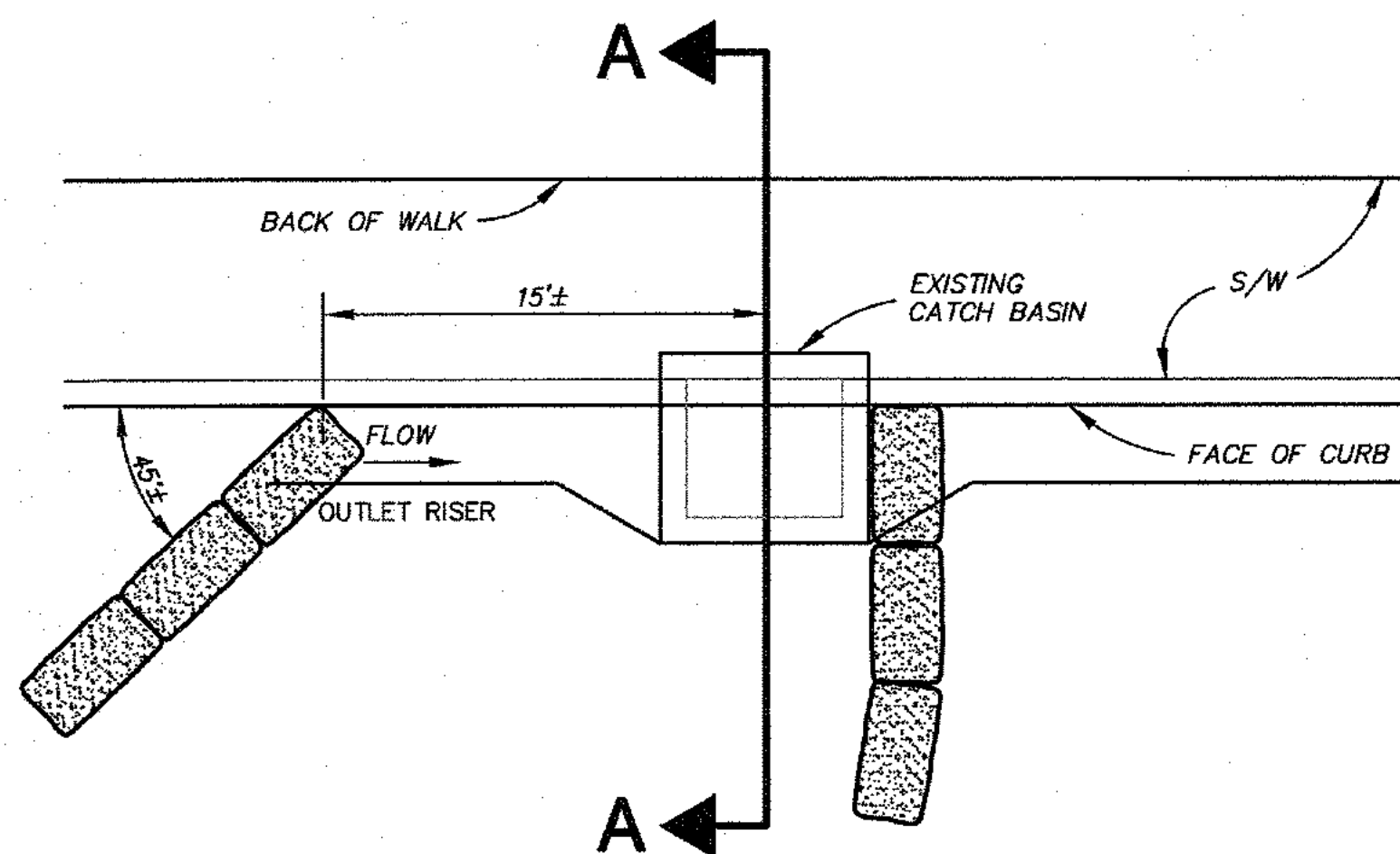
APPROVED		EDGEWATER APARTMENTS	
DATE: 08-22-17		DESIGNED BY: DOI	
DRAWN BY: STAFF		CHECKED BY: DOI	
JOB NO. 200607		SHEET 6 OF 7	

Isakson & Assoc. Inc.
civil engineering and surveying
2255 Ygnacio Valley Road, Suite C, Walnut Creek, CA, 94598 Phone: (925) 937-9333

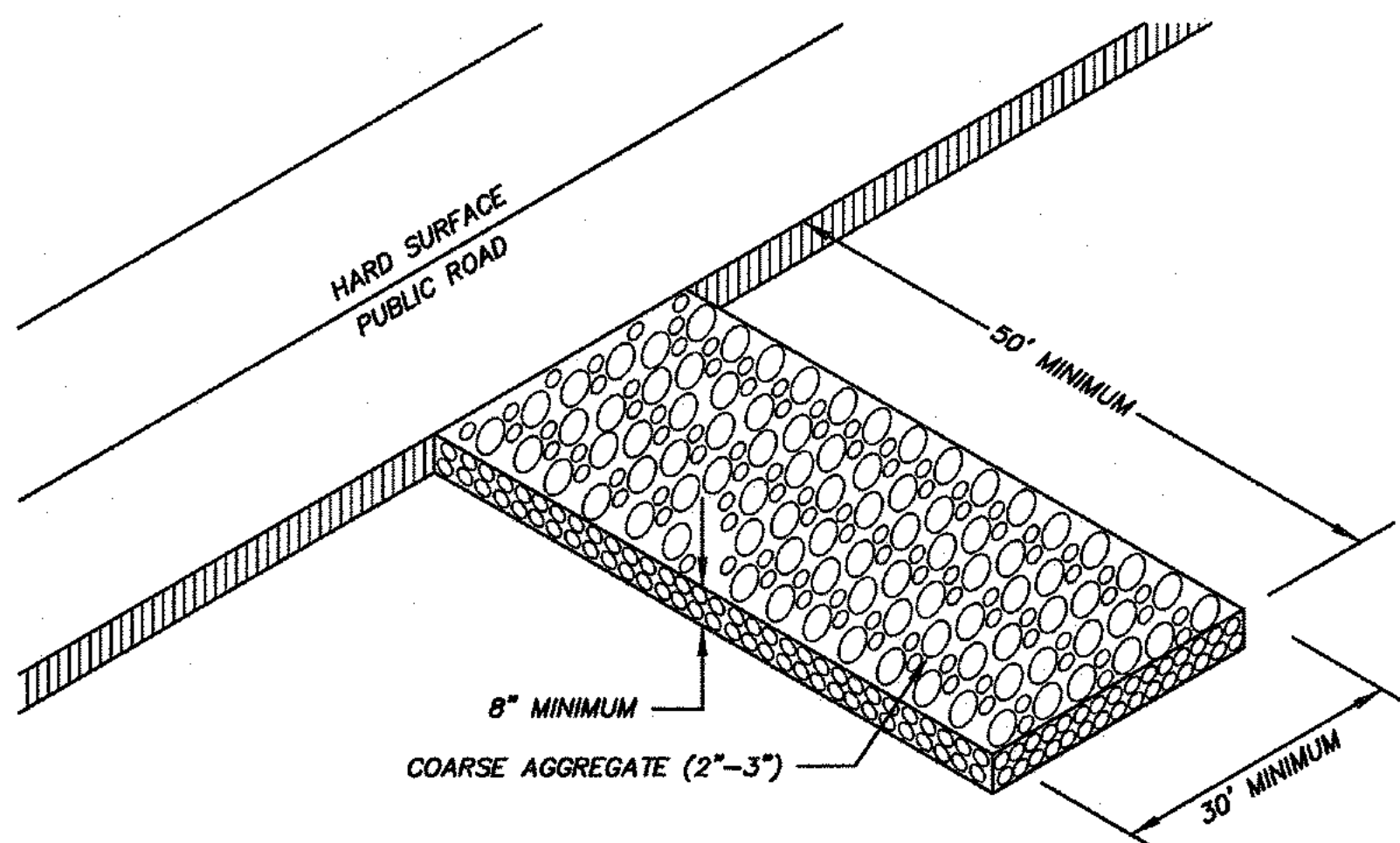
CITY OF PITTSBURG		CONTRA COSTA COUNTY		CALIFORNIA	
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"EDGEWATER APARTMENTS"

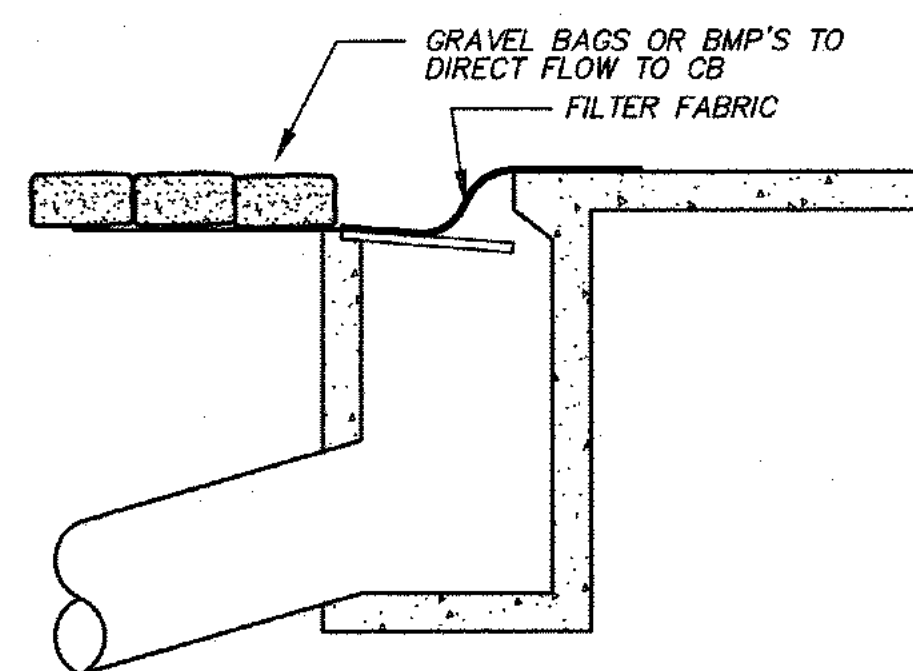
GRADING, DRAINAGE, AND UTILITY PLANS



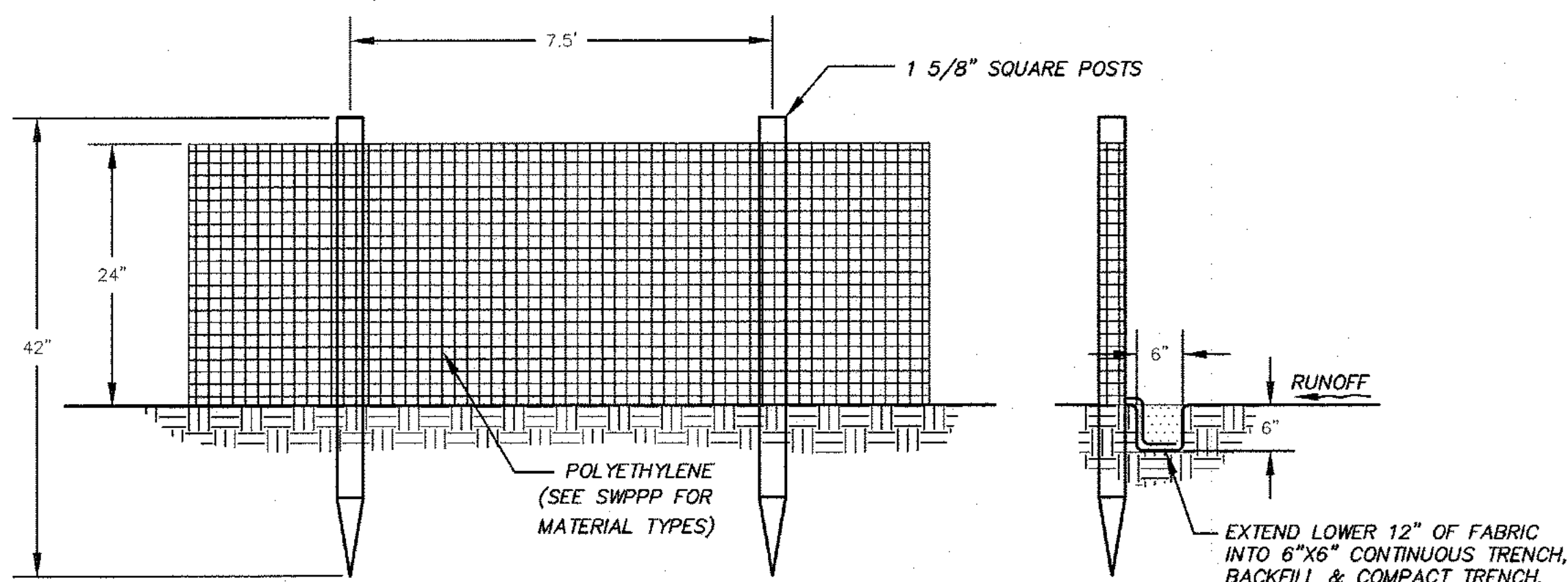
PLAN VIEW
STORM DRAIN INLET PROTECTION
(FOR EXISTING STORM DRAIN INLET ON PAVED STREETS)
NOT TO SCALE



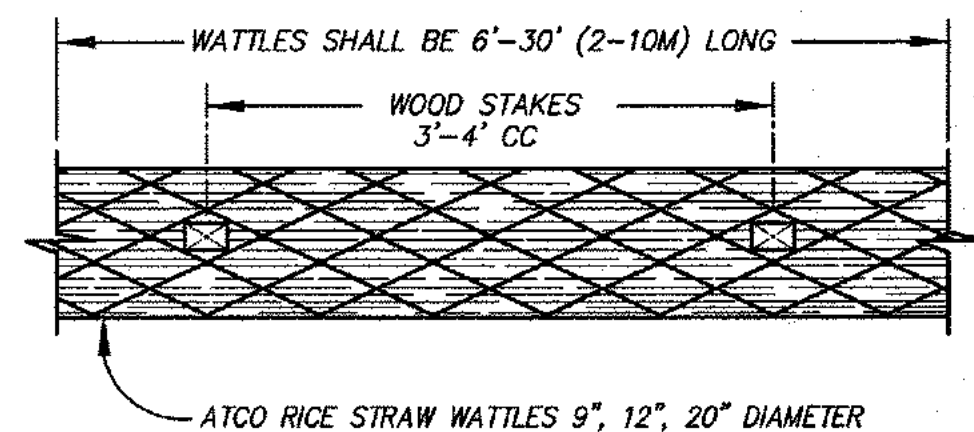
STABILIZED GRAVEL CONSTRUCTION ENTRANCE
NOT TO SCALE



SECTION A-A
STORM DRAIN INLET PROTECTION
(FOR EXISTING STORM DRAIN INLET ON PAVED STREETS)
NOT TO SCALE



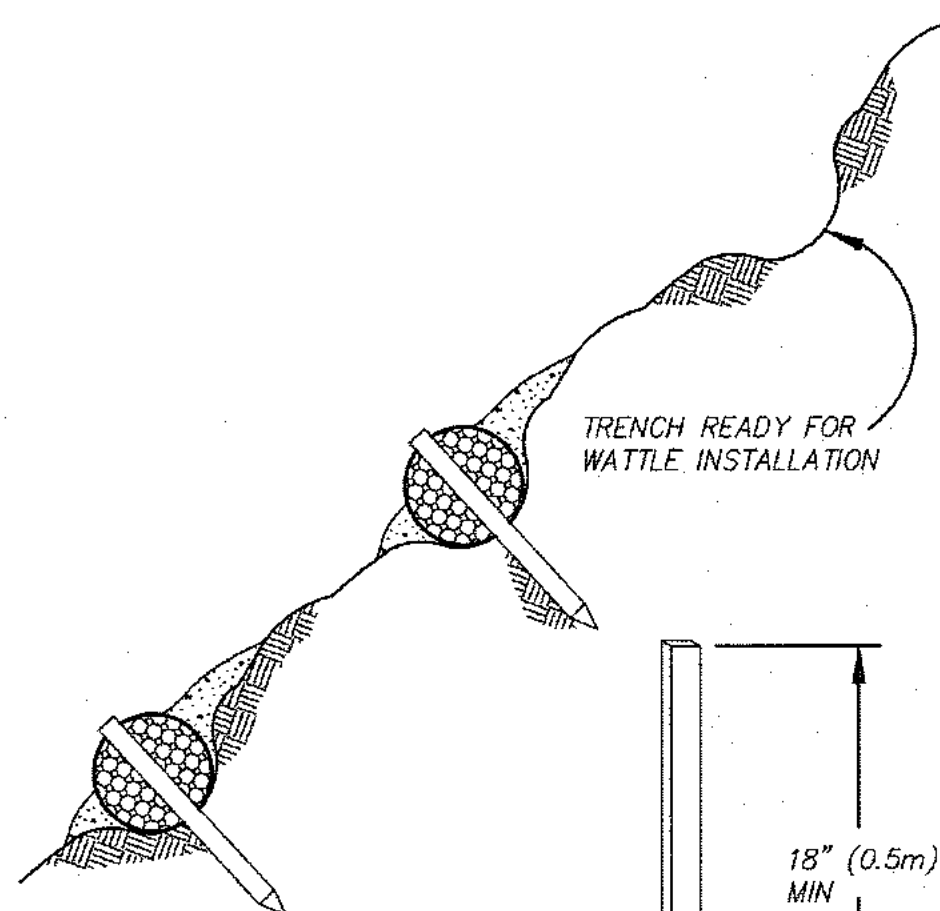
SILT FENCE
NOT TO SCALE
(FOR REFERENCE ONLY - TO BE USED ONLY IF REQUIRED)



- NOTES:
1. ATCO RICE STRAW WATTLES OR EQUIVALENT.
 2. INSTALL WATTLES ON SLOPE CONTOURS.
 3. ALL WORK PROCEEDS FROM THE BOTTOM OF THE SLOPE TO THE TOP.
 4. FILL OR PARTIALLY COVER WATTLE WITH SOIL FROM SLOPE OR TRENCH ABOVE.
 5. COMPACT AND WORK SOIL INTO COMPLETED WATTLES.

TYPICAL WATTLE DETAIL
NOT TO SCALE

ACCEPTED BY:
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		GRADING PLAN EROSION CONTROL PLAN CITY OF PITTSBURG CONTRA COSTA COUNTY CALIFORNIA	
Isakson & Assoc. Inc. civil engineering and land surveying 2255 Ygnacio Valley Road, Suite C, Walnut Creek, CA. 94598 Phone: (925) 937-9333		EDGEWATER APARTMENTS	
DATE: 08-22-17	DESIGNED BY: DOI	DRAWN BY: STAFF	CHECKED BY: DOI
JOB NO. 200607	SHEET 7 OF 7		

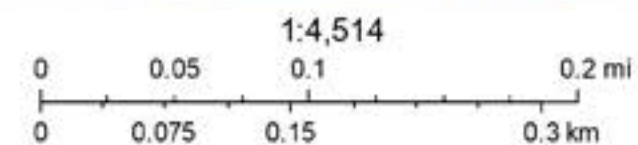
Project Location Map



March 16, 2017

- Existing Bicycle Facilities
- Proposed Bicycle Facilities

-  Bus Stop
-  Zoning
-  Parcel



CCC

Existing Conditions

[View Map](#)



View 1: MLK Jr. Junior High School entry facing south/southeast



View 2: South-end of property facing hills

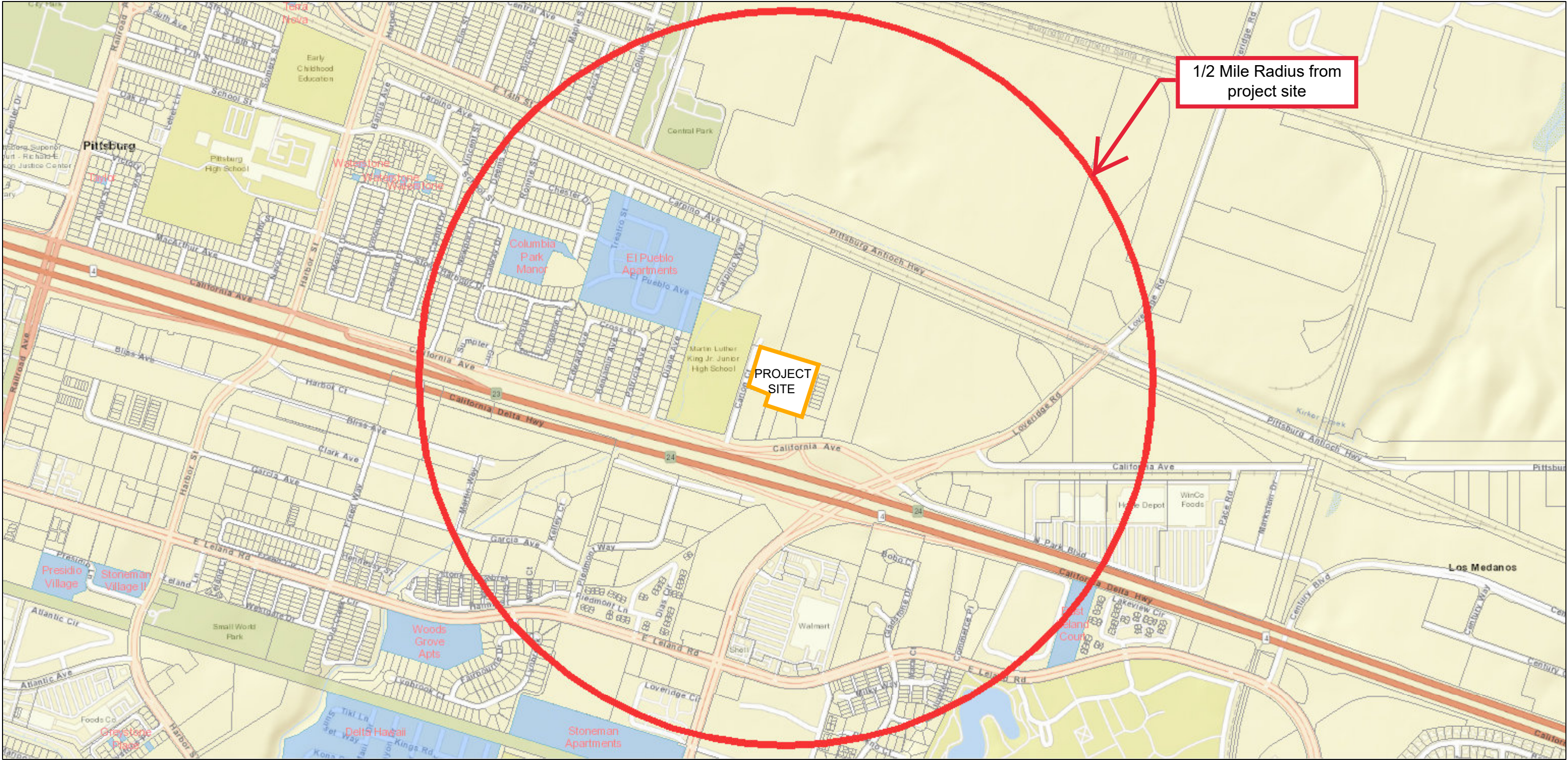


View 3: North-end of property west/MLK Jr. Junior High



View 4: Panoramic photo from south property line facing north

Affordable Housing Sites



January 17, 2018

Affordable Housing Sites

Parcel

1:11,936

A number line illustrating the conversion of miles to kilometers. The top scale is in miles, with major tick marks at 0, 0.125, 0.25, and 0.5. The bottom scale is in kilometers, with major tick marks at 0, 0.225, 0.45, and 0.9. The scales are aligned such that 0.125 miles corresponds to 0.225 kilometers, 0.25 miles corresponds to 0.45 kilometers, and 0.5 miles corresponds to 0.9 kilometers.

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Attachment8
Applicable General Plan Goals and Policies
Edgewater Apartments, AP-17-1228 (DA, DR, FE, SR)

General Plan Goal/Policy	Analysis
Land Use Element	
2-G-1: Maintain a compact urban form within the City's projected municipal boundary. Ensure that hillside lands not environmentally suitable for development are maintained as open space.	Consistent. The proposed project would be constructed on an infill site within the existing municipal boundary, helping the City maintain a compact urban form.
2-G-5: Promote a diversity of housing types, including opportunities for hillside estate development, as well as smaller lot, infill, and high-density housing.	Consistent. The proposed project would be developed at approximately 14 d.u./ac. on an infill site. While the proposed project is similar in density to other infill projects recently approved within the City (e.g. Belle Harbor), Edgewater is a for-rent project, rather than a for-sale project.
2-P-15: Ensure minimum residential densities, in accordance with the ranges stipulated in this Plan.	Consistent. The proposed project has a density of approximately 14 d.u./ac, which conforms to the Medium Density land use designation and RM (Medium Density Residential) District.
2-P-18: Limit all new multi-family housing to 20 units or more. Update the Zoning Ordinance to ensure that new multi-family projects are developed as large-scale, professionally maintained, high-density housing.	Consistent. The project, as proposed, includes 62 apartment units.
Growth Management	
3-G-3: Provide a range of development intensities, with the highest intensities in Downtown and in areas approximate to transit and services, and lower intensities in hillsides and at the City's southern edge.	Consistent. The proposed project is not within the downtown area or adjacent to transit services. However, the project site is adjacent to a school site, and near large employment centers such as Dow and USS POSCO, and smaller employers such as the surrounding commercial and light industrial developments.
3-G-5: Ensure that new residential, commercial and industrial growth within the Voter-Approved Urban Limit Line pays its share of the costs for the construction of facilities needed to serve that growth.	Consistent. The proposed project would be required to install necessary utility and stormwater infrastructure or pay in lieu fees prior to construction. The developer would also be required to pay all building permit and impact fees associated with residential development.
3-G-9: Encourage the provision of new and improved pedestrian, bicycle and transit facilities to serve all users of new development projects.	Conditionally consistent. A proposed condition of approval would require the developer install a high-visibility crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School. Additionally, as part of the Development Agreement, the developer has proposed completing the sidewalk along the western side of Loveridge Road, from California Avenue to the Praxair driveway, which would allow for establishment of a new bus stop.

3-P-1: Allow urban and suburban development only in areas where public facilities and infrastructure (police, fire, parks, water, sewer, storm drainage, and community facilities) are available or can be provided.	Consistent. The proposed project site is located in an area where public facilities and infrastructure are available or can be provided.
3-P-2: Prior to project approval, ensure that the existing and planned transportation system will have adequate capacity to accommodate new urban development.	Consistent. The Initial Study prepared June 24, 2013, prepared as part of the previous rezoning request, determined the existing and planned transportation system would have adequate capacity to accommodate a rezoning of the site to RM District, and potential residential development within the RM District density range. Correspondence from TriDelta Transit confirmed the public transportation system can adequately serve the proposed project site.
3-P-16: Preserve options for future transit use when designing improvements for roadways. Ensure that developers provide bus turnouts and/or shelters, where appropriate, as part of projects. (Transportation Policy 7-P-29)	Consistent. As part of the Development Agreement, the developer has proposed completing the sidewalk along the western side of Loveridge Road, from California Avenue to the Praxair driveway, which would allow for establishment of a new bus stop.
3-P-17: As part of development approval, ensure that safe and contiguous routes for pedestrians and bicyclists are provided within new development projects and on any roadways that are impacted as a result of new development. (Transportation Policy 7-P-34)	Conditionally consistent. A proposed condition of approval would require the developer install a high-visibility crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School. Additionally, as part of the Development Agreement, the developer has proposed completing the sidewalk along the western side of Loveridge Road, from California Avenue to the Praxair driveway, which would allow for establishment of a new bus stop.
Urban Design	
4-G-17: Encourage development of diverse and distinctive neighborhoods that build on the patterns of the natural landscape and provide a sense of connection with surrounding uses.	Consistent. The project site is located within an area of the City that does not maintain a singular defining architectural character or defining natural landscape feature. As such, the proposed project utilizes a more neutral color palate which will allow the proposed development to harmonize and connect the various styles of existing development in the area. Additionally, the developer has proposed to develop a pedestrian trail at least 1/4 - mile in length within the stormwater basin at the northern end of Carion Court, utilizing the existing landscape.
4-P-82: Develop and implement development standards in the City's Zoning Ordinance and Subdivision Regulations that minimize the visual dominance of garages in residential units.	Consistent. The proposed project includes 3 detached garages, each housing 6 vehicles. These garages are proposed to be located at the rear of the property and would not be visible from Carion Court, and minimally visible from the Loveridge Commercial Center. Additionally, no carports or resident parking would be located along the project frontage, reducing the visual impact of parked cars.

4-P-83: Ensure that new developments provide an integrated pattern of streets and pedestrian paths that provide connections between neighborhoods.	Conditionally consistent. A proposed condition of approval would require the developer install a high-visibility crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School. Additionally, as part of the Development Agreement, the developer has proposed completing the sidewalk along the western side of Loveridge Road, from California Avenue to the Praxair driveway, which would allow for establishment of a new bus stop.
Transportation Element	
7-G-15: Encourage walking as a regular means of transportation for people who live within a half-mile walk of school, work, or routine shopping destinations.	Conditionally consistent. A proposed condition of approval would require the developer install a high-visibility crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School. Additionally, as part of the Development Agreement, the developer has proposed completing the sidewalk along the western side of Loveridge Road, from California Avenue to the Praxair driveway, which would allow for establishment of a new bus stop.
7-P-39: Ensure that residential and commercial developments provide pedestrian pathways between lots for direct routes to commercial centers, schools, and transit facilities.	
7-P-42: Improve pedestrian crossing safety at heavily used intersections by installing crossing controls that provides adequate time for pedestrians to cross the street.	
Resource Conservation Element	
9-G-11: Reduce the number of motor vehicle trips and emissions accounted to Pittsburg residents and encourage land use and transportation strategies that promote use of alternatives to the automobile for transportation, including bicycling, bus transit, and carpooling.	Conditionally consistent. A proposed condition of approval would require the developer install a high-visibility crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School. Additionally, as part of the Development Agreement, the developer has proposed completing the sidewalk along the western side of Loveridge Road, from California Avenue to the Praxair driveway, which would allow for establishment of a new bus stop.
9-P-22: Continue working with the Regional Water Quality Control Board in the implementation of the National Pollutant Discharge Elimination System (NPDES), with specific requirements established in each NPDES permit.	No conflict. The developer would be required to adhere to all requirements of the City's NPDES permit.
9-P-23: Require new urban development to use Best Management Practices to minimize creek bank instability, runoff of construction sediment, and flooding.	Conditionally consistent. A proposed condition of approval would require the developer adhere to all Best Management Practices during construction. This is likely to be addressed during staff's review of the project and as a condition of approval.
Health and Safety Element	
10-P-39: Strive to maintain a ratio of 1.8 sworn police officers per 1,000 residents.	Conditionally consistent. A proposed condition of approval would require the developer annex the property into the City's public safety CFD.

Public Facilities Element	
11-P-18: Ensure that new residential, commercial, and industrial development equitably share costs associated with providing wastewater services to areas of urban expansion within the Planning Area.	Conditionally consistent. Proposed conditions of approval would require the developer pay fund a sewer capacity study, and that the project install necessary utility and stormwater infrastructure or pay in lieu fees prior to construction. The developer would also be required to pay all building permit and impact fees associated with residential development.
11-P-23: Encourage builders to incorporate interior and exterior storage areas for recyclables into new or remodeled residential, commercial, and industrial structures.	Consistent. The proposal includes four shared refuse areas that have been designed to accommodate trash and recycling facilities.
11-P-29: Ensure adequate road widths in new development for fire response trucks, per the subdivision regulations.	No conflict. The applicant would be required to adhere to all CCCFPD requirements prior to issuance of a building or grading permit.
11-P-33: As a condition of approval, ensure that all new and redevelopment projects underground utility lines on and adjacent to the site.	No conflict. This would be included as a condition of approval as applicable.
Noise Element	
12-G-1: Protect public health and welfare by eliminating or minimizing the effects of existing noise problems, and by preventing increased noise levels in the future.	Conditionally consistent. The developer has prepared a Noise and Vibration assessment, which has specified measures that should be included as conditions of approval within the proposed project to ensure conditionally acceptable interior and exterior noise levels are obtained. In addition, the developer has proposed heavy landscaping along the northern project boundary, where noise impacts are greatest, in order to further reduce noise impacts from adjacent uses.
12-P-1: As part of development review, use Figure 12-3 to determine acceptable uses and installation requirements in noise-impacted areas.	
12-P-4: Require noise attenuation programs for new development exposed to noise above normally acceptable levels. Encourage noise attenuation programs that avoid visible sound walls.	
12-P-5: Require that applicants for new noise-sensitive development, such as schools, residences, and hospitals, in areas subject to noise generators producing noise levels greater than 65 dB CNEL, obtain the services of a professional acoustical engineer to provide a technical analysis and design of mitigation measures.	

12-P-6:Ensure that new noise-sensitive uses, including schools, hospitals, churches, and homes, in areas near roadways identified as impacting sensitive receptors by producing noise levels greater than 65 dB CNEL (Figure 12-1), incorporate mitigation measures to ensure that interior noise levels do not exceed 45 dBCNEL.	
Housing Element	
Housing Goal I: Foster development of a variety of housing types, densities, and prices to balance the City's housing stock and to meet Pittsburgh's regional fairshare housing needs for people of all income levels.	Consistent. The proposed project includes 62 market-rate apartment units, which will attract moderate to above-moderate income households, near a portion of the City which includes a large amount of low- and very low-income units, helping to establish a mixed-income community and provide a variety of housing types within this subarea, and help the City reach its regional fair share housing goals. Additionally, as part of the Development Agreement, the developer has proposed completing the sidewalk along the western side of Loveridge Road, from California Avenue to the Praxair driveway, which would allow for establishment of a new bus stop.
P-1.2:Encourage the construction of both high end and moderate-income housing in the southern foothills, downtown, along the waterfront, and throughout Pittsburgh to provide above moderate-income housing opportunities in the community and to increase economic activity within the city.	
P-1.4:Support the construction of multi-family housing in close proximity to transit, arterials, shopping, and public services.	
P-1.6:Meet Pittsburgh's fair share regional housing needs.	

Attachment9
Property Development Regulations
 Edgewater Apartments, AP-17-1228 (DA, DR, FE, SR)

Development Regulations: <i>RMDistrict</i>	Requirement:	Proposed Project:
Max. Density (min. lot area per unit):	3,000s.f. (allowable range of 31 to 62 total units on site)	3,000 s.f. (62 total units)
Maximum Height:	35 ft.	approx. 26 ft.
Maximum Coverage:	50%	approx. 30%
Minimum Yards:	-	-
Front:	15 ft.	approx. 58 ft.
Side:	7.5 ft.	approx. 51 ft.
Corner:	15 ft.	n/a
Rear:	10 ft.	approx. 20 ft.
Minimum Site Landscaping:	25%	26.7%
Minimum Private Storage Area:	200 c.f.	approx. 350 c.f.
Minimum Private Open Space:	60 s.f.	87.5 s.f.
Parking Required (PMC Chapter 18.78):	139 spaces (62 covered)	169 spaces (80 covered)

Attachment10
Development Review Design Guidelines
 Edgewater Apartments, AP-17-1228 (DA, DR, FE, SR)

Design Review Guideline	Meets Guideline?
I.a: Reliefs and architectural treatments should be provided on all building elevations (360 degree architecture), i.e. 2"x4" (wood or Styrofoam/stucco) window and door reveal treatment on all building elevations.	Conditionally. A recommended condition of approval would require the developer install faux stone building treatments on all sides of the clubhouse below the decorative stucco trim piece, and that all trim details be extended to all adjacent sides of the building or architectural features to which they are attached.
I.b: Provide concrete and/or tile roof material. Architectural grade composition material may be used if rake treatment is included or roof pitch, greater than 4:12 is used.	Yes. The proposed project proposes concrete roofing materials.
I.c: Each dwelling unit should be provided with complete front yard and corner-side yard xerophytic landscaping and automatic irrigation (Section 18.84.300 PMC).	Yes. The proposed landscape plans contain a water efficient landscape worksheet which to show the total estimated water use for the landscaped areas, and notes that all planting areas shall be water by a fully automatic irrigation system. This is also reiterated as a proposed condition of approval.
I.d: Required front yards should vary in depth unless otherwise stated for a proposed PD (Planned Development) district.	Not applicable. The proposed project is not within a PD District and does not proposed multiple lots with separate yards or residences.
I.e: Decorative masonry walls should be provided between all arterial streets and future homes.	Not applicable. The applicant has proposed installing a wrought-iron gate and landscaping along the street frontage.
I.f: Roof slopes should be considered greater than 4:12 unless inappropriate for architectural style (i.e. Ranch Style, etc.).	Yes. The proposed 12:4 roof slope is appropriate for the architectural style.
I.g: Provide articulated garage doors on all garages.	Yes. All proposed garage doors contain architectural reliefs appropriate for their location along the rear of the development.
I.h: Garage doors designs should not be duplicated. Not less than four styles should be used in a subdivision.	Not applicable. All garage doors should be of a common style as this is a single development.

I.i: Side-on garages are recommended intermittently through-out the subdivision (70' wide lots or greater).	Not applicable. All garages are located along the rear property line, and will not be visible from the public right-of-way.
I.j: Garage frontage should not occupy more than 60% of allowable lot frontage.	Yes. All garages are located along the rear of the property, behind the main residential buildings.
I.k: Provide board-onboard fencing on all side yards and rear yards (excluding side yards and rear yards adjacent to major thoroughfares), unless a view corridor is to be maintained.	Not applicable. The proposed project does not include board-on-board fencing.
I.l: The architectural treatments (such as sidings, shingles, window and door trims) established on the front facades of each of the approved house designs shall be carried around to the sides and rear elevations of the buildings, except that masonry veneer treatments at the base of a structure need be carried only partly around the side elevations, to either the adjoining fence line or the closest interior right angle joint.	Conditionally. A recommended condition of approval would require all trim details be extended to all adjacent sides of the building or architectural features to which they are attached.
II.a: Subdivision entry monuments should be provided on new major subdivisions, neighborhoods or villages, if appropriate	Yes. The proposed project proposes a monument sign located at the entrance of the proposed development.
II.b: Perimeter wall and/or sound wall pilasters should not be greater than 50' on-center.	Not applicable. The existing masonry soundwall along the northern property line does not include decorative pilasters at this time; however, the developer has proposed installing a decorative metal fence with heavy landscaping along the northern project boundary to screen existing masonry wall from view.
II.c: Sound walls exceeding 6' in height and visible from the public right-of-way should be treated with decorative features consistent with the neighborhood design.	Not applicable. The project does not propose sound walls or other masonry walls.
II.d: All masonry walls should include a wall cap.	Not applicable. The project does not propose sound walls or other masonry walls.
II.e: Retaining walls, exceeding 3 feet tall, adjacent to a public right-of-way should be constructed with the same materials as used for the sound wall.	Not applicable. The project does not propose any new retaining walls adjacent to the public right-of-way.

II.f: Masonry or sound walls should be staggered when adjacent to public right-of-ways.	Not applicable. The proposed project does not include a masonry or soundwall along the public right-of-way.
II.g: Single story units should be located on corner lots whenever possible.	Yes. Though the proposed project is not located on a true corner lot and does not proposed single-family detached units, the portion of Building 1 nearest the public right-of-way is proposed to be single-story, which will ease the transition of building heights along the street frontage.
II.h: Developer should select, at least, one of the schemes provided in Appendix #1 for screening all utility boxes, transformers, backflow preventers, meters and junction boxes.	Conditionally. A recommended condition of approval would require all utility boxes, transformers, backflow preventers, meters and junction boxes be undergrounded whenever possible, or substantially screened from view by way of a permanent screen or appropriately sized plant material.
II.i: Construct fence/walls at top of down slope banks. Design fence at top of slope to take advantage of potential views.	Not applicable. The proposed project site is flat, and development would not impact any scenic vistas or other views.
II.j: Dwelling unit driveways should align with on-coming street at three-way intersections when possible.	Yes. A proposed condition of approval would require installation of a high-visibility crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School.
II.k: Existing trees which have greater than a nine (9) inch trunk caliper should be incorporated into the design of project.	Not applicable. There are no existing trees on site.
II.l: Landscaped portions of set-backs, excluding sidewalk along public streets, should not be less than the height of the fence or sound wall.	Yes. The proposed fence height along the right-of-way is six feet, while the landscaped portion of this setback is 15 feet.
II.m: Landscaping areas shall not be less than three feet wide, between the curbs.	Yes. All new landscaped areas are proposed to be three feet or greater in width.
II.n: Subdivision perimeter walls should be minimized. Install wrought iron fencing at open end of cul-de-sacs, parks and open space.	Yes. Wrought iron fencing is proposed along all property lines visible from the public right-of-way or surrounding public parking lots.
III.a: A/C units should be substantially screened from view by way of a permanent screen or appropriately sized plant material.	Yes. The proposed project identifies locations for a/c unit screening.

III.b: Detached carports and/or garages should have the same roof material and roof pitch as the main dwelling units.	Conditionally. All garages are proposed to have a roof pitch and materials similar to that of the main dwelling units. A proposed condition of approval would require all carports visible from the public right-of-way or the commercial center to the south be designed with a pitched roof and finished with roofing materials similar to those used on the main dwelling units
III.c: Projects with many buildings (greater than three) should provide a variety of building sizes and masses resulting in varying elevations from a streetscape perspective.	Yes. The proposed project includes a clubhouse and four apartment buildings. The streetscape along Carion Court would be defined by the clubhouse, as well as one apartment building, which is highlighted by single-story portion nearest the right-of-way, and a taller two-story portion behind.
III.d: Bus stops should share the same architectural theme as that of the dwelling units.	Not applicable. The proposed project does not propose additional covered bus stops.
III.e: Parking lots should not dominate area adjacent to public streets. Structures and parking should be interspersed creating pockets of parking and variety from a streetscape point of view.	Yes. In order to reduce the visual impact of parking lots, the developer has located all resident parking along the sides and rear of the property. Five parking spots will be located in front of the proposed clubhouse, but are required for prospective tenant parking.
Green Building Design Guideline	Preliminarily Meets Guideline?
VI.C.1: For residential buildings without solar energy systems, roof surface should be covered with a green/living roof (> 50% of roof surface) or with a cool roof.	Conditionally. A proposed condition of approval would require all residential buildings and carports be prewired for solar photovoltaic panels.
VI.C.2: Uncovered rooftop expanses greater than 200 s.f. should be designed to be strong enough to support green roofs, community gardens, raised beds, and be accessible to occupants for gardening purposes.	Not applicable. The proposed project includes sloped roofs which do not provide space for community gardens. Additionally, the aesthetic value of the development would be hindered by inclusion of energy systems or water heaters along the roof.

VI.C.3:Roofs should have solar hot water systems (panels), solar photovoltaicpanels or low-profile wind energygeneration turbines and shouldinclude a sustainable plan formaintenance of such systems. Roofsshould be covered with a cool roofunder the energy generationstructures. Roof segments that areuncovered by energy systems shouldhost raised bed garden space orgreenhouses, a green/living roof, orcool roof surfaces.	Conditionally. A proposed condition of approval would require all residential buildings and carports be prewired for solar photovoltaic panels.
VI.C.4: Parking lot impacts should be minimized. Outdoor parking lots with more than 20 spaces and solar access over 75% or more of its surface area should install renewable energy systems on carport structures. Urban heat island impacts should be minimized through the use of shading (parking lot trees) or paving material design choices. Recommended choices include renewable energy systems on carport structures, shade trees, underground parking, and open-grid pavement systems.	Conditionally. The applicant has proposed adequate parking lot trees, but does not propose solar energy systems on carport roofs at this time. A proposed condition of approval would require all residential buildings and carports be prewired for solar photovoltaic panels.
VI.C.5:Electric vehicle charging units should be made available to tenants with electric vehicles. The parking spaces with charging units should be clearly marked with signs designating them for assigned tenants or electric vehicle use only.	Yes. The applicant has proposed inclusion of two electric vehicle charging stations at this time.
VI.C.6:Pedestrian and bicycle paths should provide safe, visible, and unobstructed bicycle and pedestrian access between facilities, from facility entrances to bicycle and pedestrian routes (sidewalks and bicycle lanes), through parking lots, and between facilities and existing or planned bicycle and pedestrian routes.	Conditionally.A proposed condition of approval would require installation of a high-visibility crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School. The applicant has also proposed to complete the sidewalk along the western side of Loveridge Road, from California Avenue to the Praxair Driveway.
VI.C.7:Convenient, visible, and secure bicycle storage facilities should be available on site, sufficient to accommodate demand of residents and guests.	Yes/Conditionally. The proposed project includes five bicycle parking racks, and a proposed condition of approval would require the developer provide parking for a minimum of 10 bicycles.
VI.C.8:Outdoor design and features should maximize landscaping water conservation.	Yes. The proposed landscape plans contain a water efficient landscape worksheet showing the total estimated water use.

Environmental Noise and Vibration Assessment

Edgewater Apartments

Pittsburg, California

BAC Job # 2017-091

Prepared For:

Discovery Builders, Inc.

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Prepared By:

Bollard Acoustical Consultants, Inc.



Paul Bollard, President

June 6, 2017



Introduction

The proposed Edgewater Apartments (project) is a multi-family residential development located on the east side of Carion Court, to the north of California Avenue and State Route 4, in the City of Pittsburg, California. Figures 1 and 2 show the project area and site plan, respectively. Noise sources in the project vicinity include commercial and industrial uses to the north, east, and south of the site, a school to the west, railroad tracks to the more distant north, and traffic on State Route 4 to the south. Vibration sources in the project vicinity include possible nearby heavy truck traffic, industrial sources, and railroad activity on the tracks to the north.

A noise and vibration study was previously prepared for a proposed single-family development at this project site by Illingworth & Rodkin in January of 2013. That study is included as an attachment to this report. The project has since been reconfigured into the currently proposed multi-family development. Because the data and analysis contained in the 2013 Illingworth & Rodkin report are believed to be both current and valid, this evaluation applies those data and analysis to this project. Because the site configuration has changed relative to the plan evaluated in 2013, Bollard Acoustical Consultants, Inc. (BAC) was retained by the project applicant to update the I&R study to reflect the current site plans.

The purposes of this analysis are to utilize the data collected in the previous I&R study to quantify future noise and vibration levels at the sensitive areas of the currently proposed multi-family residences, and to compare those levels against the applicable noise and vibration standards of the City of Pittsburg. Where noise or vibration levels are predicted to exceed those standards, this evaluation develops appropriate noise and/or vibration mitigation measures.

Noise & Vibration Fundamentals and Terminology

Noise

Noise is often described as unwanted sound. Sound is defined as any pressure variation in air that the human ear can detect. If the pressure variations occur frequently enough (at least 20 times per second), they can be heard, and thus are called sound. Measuring sound directly in terms of pressure would require a very large and awkward range of numbers. To avoid this, the decibel scale was devised. The decibel scale allows a million-fold increase in pressure to be expressed as 120 dB. Another useful aspect of the decibel scale is that changes in levels (dB) correspond closely to human perception of relative loudness. Appendix A contains definitions of Acoustical Terminology. Figure 3 shows common noise levels associated with various sources.

The perceived loudness of sounds is dependent upon many factors, including sound pressure level and frequency content. However, within the usual range of environmental noise levels, perception of loudness is relatively predictable, and can be approximated by weighing the frequency response of a sound level meter by means of the standardized A-weighting network. There is a strong correlation between A-weighted sound levels (expressed as dBA) and community response to noise. For this reason, the A-weighted sound level has become the standard tool of environmental noise assessment. All noise levels reported in this section are in terms of A-weighted levels in decibels.



Legend

 Approximate Project Area

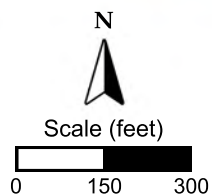


Figure 1
Project Area
Edgewater Apartments - Pittsburg, California

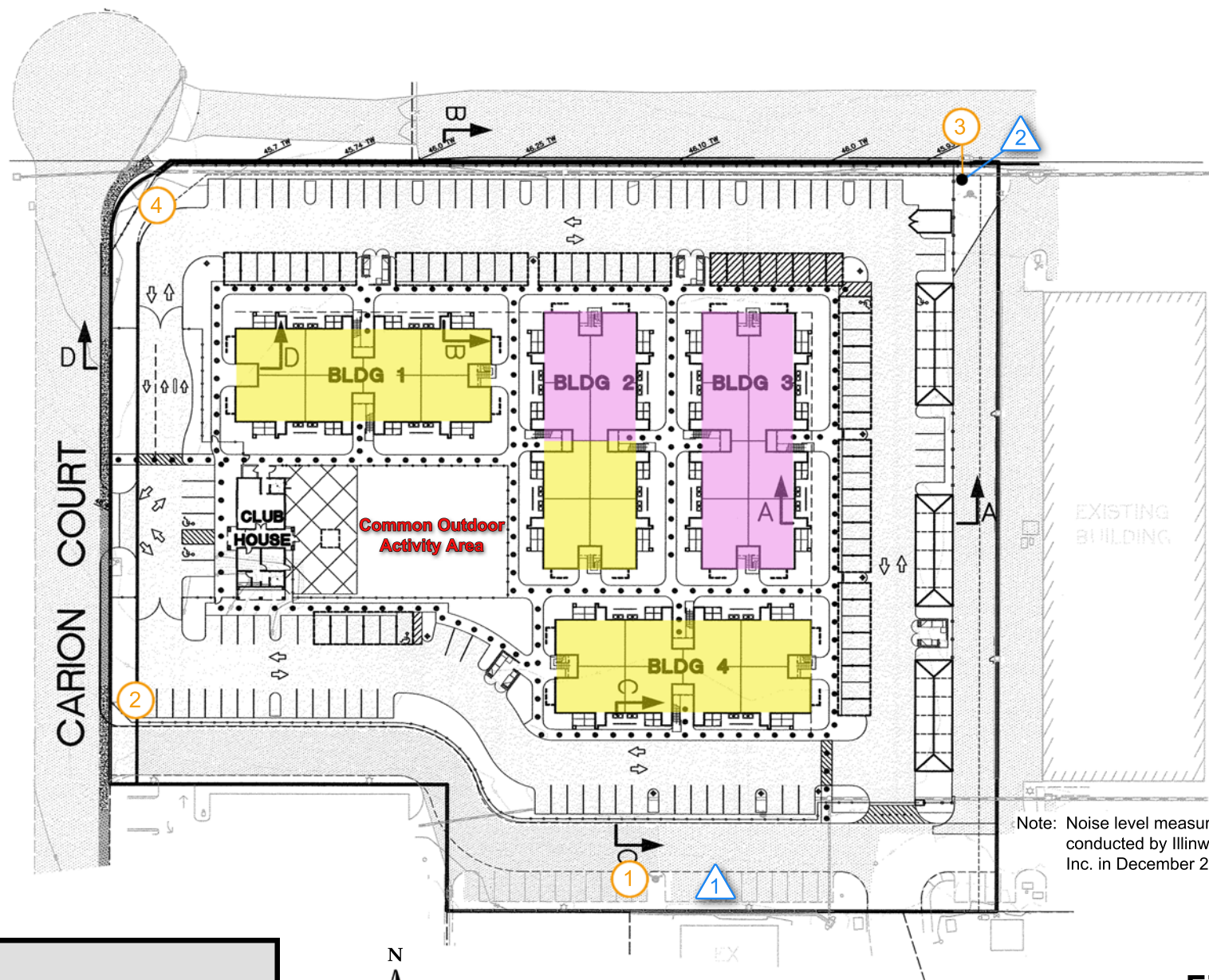
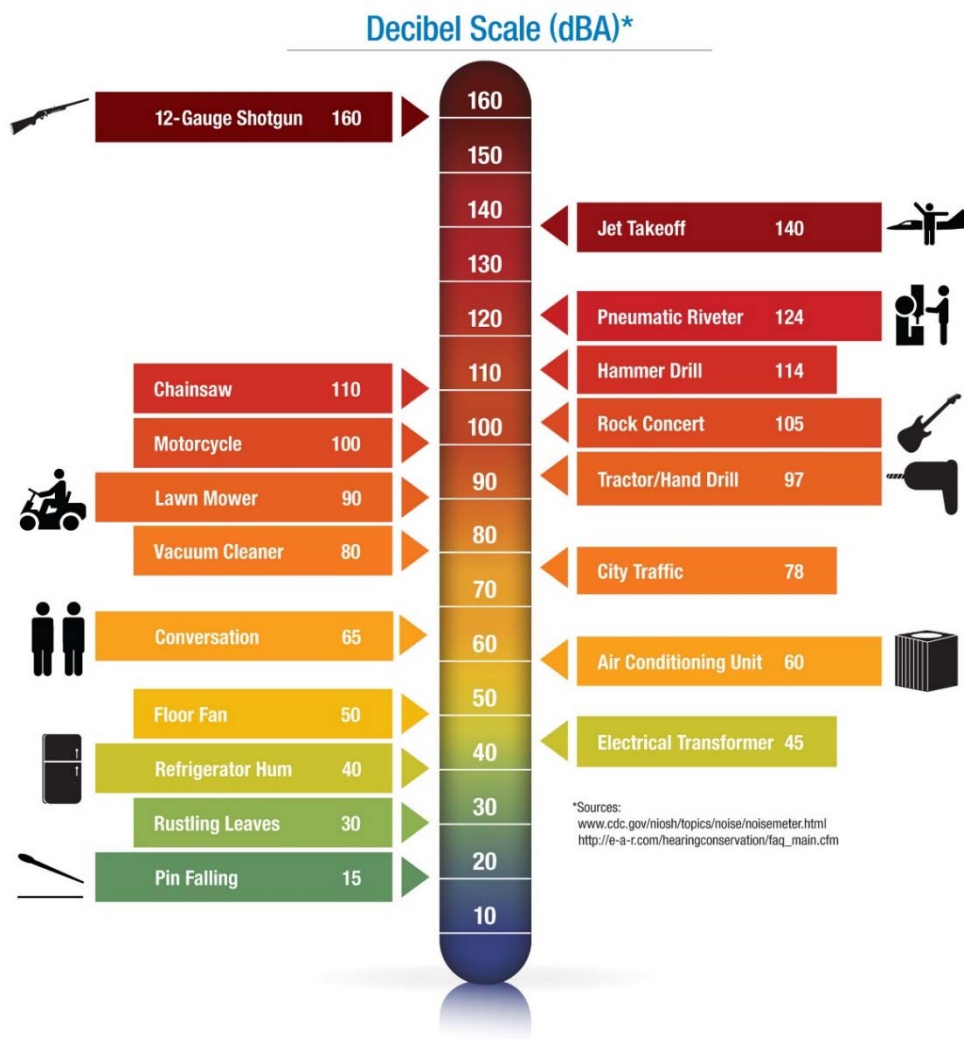


Figure 2
Project Site Plan & Noise Level Measurement Locations
Edgewater Apartments - Pittsburg, California

Community noise is commonly described in terms of the “ambient” noise level, which is defined as the all-encompassing noise level associated with a given noise environment. A common statistical tool to measure the ambient noise level is the average, or equivalent, sound level (L_{eq}) over a given time period (usually one hour). The L_{eq} is the foundation of the Day-Night Average Level noise descriptor, L_{dn} , and shows very good correlation with community response to noise.

The Day-Night Average Level (L_{dn}) is based upon the average noise level over a 24-hour day, with a +10 decibel weighing applied to noise occurring during nighttime (10:00 p.m. to 7:00 a.m.) hours. The nighttime penalty is based upon the assumption that people react to nighttime noise exposures as though they were twice as loud as daytime exposures. Because L_{dn} represents a 24-hour average, it tends to disguise short-term variations in the noise environment. L_{dn} -based noise standards are commonly used to assess noise impacts associated with traffic, railroad and aircraft noise sources.

Figure 3
Noise Levels Associated with Common Noise Sources



Vibration

According to the Federal Transit Administration Noise and Vibration Impact Assessment Guidelines (FTA-VA-90-06), ground-borne vibration can be a serious concern for nearby neighbors of a transit system route or maintenance facility, causing buildings to shake and rumbling sounds to be heard. In contrast to airborne noise, ground-borne vibration is not a common environmental problem. It is unusual for vibration from sources such as buses and trucks to be perceptible, even in locations close to major roads.

Train wheels rolling on rails create vibration energy that is transmitted through the track support system into the ground, creating vibration waves that propagate through the various soil and rock strata to the foundations of nearby buildings. The vibration propagates from the foundation throughout the remainder of the building structure. The maximum vibration amplitudes of the floors and walls of a building often will be at the resonance frequencies of various components of the building.

Vibration can be described in terms of acceleration, velocity, or displacement. A common practice is to monitor vibration measures in terms of peak particle velocities (inches/second) or RMS velocity in terms of VdB.

Criteria for Acceptable Noise and Vibration Exposure

City of Pittsburg General Plan

The Noise Element of the City of Pittsburg General Plan establishes land use compatibility for community noise environments. For multi-family residential land uses, the exterior use areas are considered normally acceptable up to 65 dB $L_{dn}/CNEL$, conditionally acceptable where noise levels range from 60 to 70 dB $L_{dn}/CNEL$, normally unacceptable where noise levels range from 70 to 75 dB $L_{dn}/CNEL$, and clearly unacceptable where noise levels exceed 75 dB $L_{dn}/CNEL$. The intent of these criteria are to provide an acceptable noise environment for outdoor activities. For multi-family residential land uses, these criteria are typically applied at the common outdoor activity area of the community. Additionally, an interior noise level limit of 45 dB $L_{dn}/CNEL$ is applied to all new residential construction. The intent of this standard is to provide a suitable environment for indoor communication and sleep.

Federal Transit Administration (FTA)

Although there are no local vibration standards, the vibration impact assessment criteria established by the U.S. Department of Transportation's Federal Transit Authority (FTA) provide defensible standards for the evaluation of vibration impacts. The FTA vibration impact criteria are based on maximum overall levels for a single event. These vibration impact criteria are shown in Table 1.

Table 1 Groundborne Vibration Impact Criteria			
Land Use Category	Groundborne Vibration Impact Levels (VdB re 1 μinch/sec, RMS)		
	Frequent Events¹	Occasional Events²	Infrequent Events³
Category 1: Buildings where vibration would interfere with interior operations.	65 ⁴	65 ⁴	65 ⁴
Category 2: Residences and buildings where people normally sleep.	72	75	80
Category 3: Institutional land uses with primarily daytime use.	75	78	83
Notes: ¹ "Frequent Events" is defined as more than 70 vibration events of the same source per day. Most rapid transit projects fall into this category. ² "Occasional Events" is defined as between 30 and 70 vibration events of the same source per day. Most commuter trunk lines have this many operations. ³ "Infrequent Events" is defined as fewer than 30 vibration events of the same kind per day. This category includes most commuter rail branch lines. ⁴ This criterion limit is based on levels that are acceptable for most moderately sensitive equipment such as optical microscopes. Vibration sensitive manufacturing or research will require detailed evaluation to define the acceptable vibration levels. Ensuring lower vibration levels in a building often requires special design of HVAC systems and stiffened floors. Source: Federal Transit Administration (FTA), Transit Noise and Vibration Impact Assessment (May 2006), Table 8-1			

Existing Ambient Noise Environment

According to the I&R report, the existing ambient noise environment at the project site is defined by vehicular traffic on State Route 4, industrial operations to the north and east, intermittent play field activities at Martin Luther King Jr. Junior High School to the west, and car wash operations to the immediate south. The I&R report quantified the various noise sources by conducting both short-term and long-term noise level measurements from various positions along the perimeter of the project site. The I&R noise level measurement locations have been reproduced on Figure 2. The results of the I&R noise survey are reproduced in Table 2. It should be noted that at locations where only short-term noise level monitoring was conducted, the CNEL was estimated by referencing the monitoring conducted at the long-term sites.

Table 2 Noise Level Monitoring Results (December 2012)¹ Edgewater Apartments – Pittsburg, California			
Measurement Location	Location Description	Date Data Collected	CNEL, dB²
ST-1	South end of project site, near the car wash	12/6/12	66
ST-2	Southwest corner of project site	12/6/12	67
ST-3	Northeast corner of project site	12/6/12	72
ST-4	Northwest corner of project site	12/6/12	66
LT-1	Northeast corner of project site	12/6/12 - 12/11/12	72
LT-2	South end of project site, near the car wash	12/6/12 - 12/11/12	66
Notes: ¹ Noise level measurement data obtained from the Sunnyside Estates Environment Noise Assessment conducted by Illingworth & Rodkin, Inc. on January 9, 2013. ² CNEL at short-term noise monitoring locations were estimated by Illingworth & Rodkin, Inc.			

As discussed in the I&R report, measured noise levels in the northeast corner of the project site were attributable to industrial operations including heating, ventilating, and air conditioning equipment and truck circulation. Industrial operations influenced measured noise levels at the remaining locations, but to a lesser extent. Vehicular traffic on the Carion Court, California Avenue, and the more distant State Route 4 were the primary contributing noise sources at the remaining sites.

Future Noise Environment

Exterior Noise

The I&R report indicated that the noise generation of the existing industrial and commercial operations to the north and east would be expected to primarily define the future noise environment at the project site. The noise generation from these sources were assumed to remain constant in the future. The future traffic noise environment at the project site could be expected to see a 1 dB increase. This assumption was based on a previous State Route 4 traffic noise study also conducted by I&R (Toscano at San Maro, Pittsburg, CA – May 15, 2012). BAC reviewed the existing and future noise level data at the various locations referenced in the I&R report and projected the provided noise levels to the proposed multi-family building facades and at the common outdoor activity area. The results of that analysis are summarized in Table 3.

Table 3
Predicted Future Exterior Noise Levels¹
Edgewater Apartments – Pittsburg, California

Location	CNEL, dB	Contributing Noise Sources
Building 1 (1 st Floor)	65	State Route 4, Local Traffic
Building 2 (1 st Floor)	67	Industrial
Building 3 (1 st Floor)	69	Industrial
Building 4 (1 st Floor)	65	State Route 4, Commercial, Local Traffic
Common Outdoor Activity Area	<65	State Route 4, Commercial, Local Traffic
Notes:		
¹ Future noise level predictions are based on noise level measurement data obtained from the Sunnyside Estates Environment Noise Assessment conducted by Illingworth & Rodkin, Inc. on January 9, 2013.		

As indicated above in Table 3, exterior noise levels at the proposed first-floor building facades are predicted to range from 65 to 69 dB CNEL. These data were utilized to assess compliance with the City's 45 dB CNEL noise level standards within the proposed apartment buildings. That interior analysis follows in the next section of the report.

As shown on Figure 2, the common outdoor activity area will be shielded from industrial operations by intervening buildings. Additionally, it will maintain a separation from the nearest local roadway, Carion Court, of approximately 200 feet. Taking into consideration the intervening building and the distance from the nearest traffic noise source, future exterior noise levels at the common outdoor activity area are predicted to be less than 65 dB CNEL. This predicted noise exposure level at the common outdoor activity area would satisfy the City of Pittsburg normally acceptable noise level threshold of 65 dB CNEL. As a result, no further consideration of exterior noise mitigation measures would be warranted for this project.

Interior Noise

According to Table 3, the predicted future CNEL at the first-floor facades of the multi-family buildings would range from 65 to 69 dB CNEL. Given a future first-floor exterior noise level of 65-69 dB CNEL, building façade noise reductions of 20-24 dB would be required to achieve an interior noise level of 45 dB within first-floor rooms. Due to reduced ground absorption at elevated facades, noise levels at upper-floor facades are expected to be approximately 3 dB higher (68-72 dB CNEL) than first-floor locations. Given a future exterior noise levels of 68-72 dB L_{dn} at elevated facades, building façade noise reductions of 23-27 dB would be required to achieve an interior noise level of 45 dB CNEL within upper-floor rooms.

Standard residential construction (stucco siding, STC-27 windows, door weather-stripping, exterior wall insulation, composition plywood roof), results in an exterior-to-interior noise level reduction of at least 25 dB with windows closed and approximately 15 dB with windows open. Therefore, provided future noise levels do not exceed 70 dB CNEL at exterior building façades, standard construction would be adequate to ensure compliance with the City's 45 dB CNEL

interior noise level standard. A summary of the predicted exterior noise levels and recommended window STC ratings required to achieve satisfaction with the City's 45 dB CNEL standard is provided below in Table 4. The recommended window upgrade locations are illustrated on Figure 2.

Table 4 Minimum Recommended Windows for Project Buildings Edgewater Apartments – Pittsburg, California			
Location	Exterior CNEL, dB¹	Required NLR²	Minimum Recommended Window STC Rating³
Building 1 – 1 st Floor	65	20	STC-27
Building 1 – Upper Floors	68	23	STC-27
Building 2 – 1 st Floor	67	22	STC-27
Building 2 – Upper Floors	70	25	STC-32
Building 3 – 1 st Floor	69	24	STC-32
Building 3 – Upper Floors	72	27	STC-32
Building 4 – 1 st Floor	65	20	STC-27
Building 4 – Upper Floors	68	23	STC-27
Notes: ¹ Future noise level predictions are based on noise level measurement data obtained from the Sunnyside Estates Environment Noise Assessment conducted by Illingworth & Rodkin, Inc. on January 9, 2013. ² A conservative +3 dB offset was applied at upper-floor building facades to account for reduced ground absorption at elevated areas. ³ Required exterior-to-interior noise level reduction to satisfy interior 45 dB CNEL noise level standard.			

As shown above in Table 4, a varying degree of exterior-to-interior noise level reduction would be required of the project buildings. At Buildings 1 and 4, standard STC-27 windows would provide the necessary exterior-to-interior noise level reduction to satisfy the City's 45 dB CNEL interior noise level standard. In order to satisfy the city's standard with a margin of safety at buildings 2 and 3, BAC recommends that the windows be upgraded to STC-32. In addition, mechanical ventilation (air conditioning) should be provided for all residences within this development to allow the occupants to close doors and windows as desired for additional acoustical isolation. No further consideration of interior noise mitigation would be warranted for the project.

Future Vibration Environment

The I&R report concluded that there were no perceptible sources of vibration (above 65 VdB) affecting the project site. Specifically, the analysis indicated that no vibration-generating industrial equipment was identified, slow-moving trucks would generate imperceptible vibration levels, and railroad operations would not generate perceptible vibration levels due to the significant setback (over 900 feet) from the railroad tracks. In addition, all vibration-sensitive buildings proposed by the new site plan will be located farther from nearby vibration sources than those proposed in the previous site plan evaluated by I&R. As a result, adverse vibration impacts are not identified for this project and no further consideration of vibration mitigation would be warranted.

Conclusions

Future exterior noise levels at the common outdoor activity area of the proposed Edgewater Apartments Development are expected to be satisfactory relative to the City of Pittsburg conditionally acceptable exterior noise level guideline of 65 dB CNEL. However, future interior noise levels within the proposed multi-family buildings may exceed the City of Pittsburg interior noise level standard of 45 dB CNEL. As a result, the following mitigation measures are recommended:

1. Windows of certain apartment buildings should be upgraded to higher Sound Transmission Class ratings. Table 4 provides the minimum STC ratings for project windows and the locations where upgraded window STC ratings would be required are shown on Figure 2.
2. Mechanical ventilation should be provided for all residences to allow occupants to close doors and windows as desired for acoustical isolation.

These conclusions are based on the noise data collected at the project site by Illingworth & Rodkin, Inc., on the assumptions cited herein, and on the project site plans shown on Figure 2. Deviations from these data or plans could cause future noise levels to differ from those predicted in this analysis. Bollard Acoustical Consultants, Inc. is not responsible for such deviations or for degradation in acoustic performance of the residential construction due to poor construction practices, failure to comply with applicable building code requirements, or for failure to adhere to the minimum building practices cited in this report.

This concludes our environmental noise assessment for the proposed Edgewater Apartments in Pittsburg, California. Please contact BAC at (916) 663-0500 or paulb@bacnoise.com with comments or questions regarding this evaluation.

Appendix A

Acoustical Terminology

Acoustics	The science of sound.
Ambient Noise	The distinctive acoustical characteristics of a given space consisting of all noise sources audible at that location. In many cases, the term ambient is used to describe an existing or pre-project condition such as the setting in an environmental noise study.
Attenuation	The reduction of an acoustic signal.
A-Weighting	A frequency-response adjustment of a sound level meter that conditions the output signal to approximate human response.
Decibel or dB	Fundamental unit of sound, A Bell is defined as the logarithm of the ratio of the sound pressure squared over the reference pressure squared. A Decibel is one-tenth of a Bell.
CNEL	Community Noise Equivalent Level. Defined as the 24-hour average noise level with noise occurring during evening hours (7 - 10 p.m.) weighted by a factor of three and nighttime hours weighted by a factor of 10 prior to averaging.
Frequency	The measure of the rapidity of alterations of a periodic signal, expressed in cycles per second or hertz.
L_{dn}	Day/Night Average Sound Level. Similar to CNEL but with no evening weighting.
L_{eq}	Equivalent or energy-averaged sound level.
L_{max}	The highest root-mean-square (RMS) sound level measured over a given period of time.
Loudness	A subjective term for the sensation of the magnitude of sound.
Masking	The amount (or the process) by which the threshold of audibility is for one sound is raised by the presence of another (masking) sound.
Noise	Unwanted sound.
Peak Noise	The level corresponding to the highest (not RMS) sound pressure measured over a given period of time. This term is often confused with the Maximum level, which is the highest RMS level.
RT₆₀	The time it takes reverberant sound to decay by 60 dB once the source has been removed.
Sabin	The unit of sound absorption. One square foot of material absorbing 100% of incident sound has an absorption of 1 sabin.
SEL	A rating, in decibels, of a discrete event, such as an aircraft flyover or train passby, that compresses the total sound energy of the event into a 1-s time period.
Threshold of Hearing	The lowest sound that can be perceived by the human auditory system, generally considered to be 0 dB for persons with perfect hearing.
Threshold of Pain	Approximately 120 dB above the threshold of hearing.



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January 9, 2013

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VIA E-MAIL: JSeeno@seenohomes.com

SUBJECT: **Sunnyside Estates, Pittsburg, CA**
 Subdivision 9288 (APN 073-190-033)
 Environmental Noise Assessment

Dear Jackie:

This letter presents the results of the environmental noise assessment completed for the Sunnyside Estates single family residential project. The project site is a 4.4-acre infill parcel at the intersection of Carion Court and California Avenue. Noise and vibration issues are discussed. The site is located within about 500 feet of State Route 4 (SR-4). The proposed project is for 33 single-family homes. This study evaluates the compatibility of the proposed residential uses with the noise environment at the project site. Included in the report are the fundamentals of environmental noise, a summary of the applicable regulatory criteria established by the City of Pittsburg, and a description of existing noise levels at the project site. The report then summarizes future noise levels expected at the project site and describes measures necessary to reduce noise levels to acceptable levels.

Fundamentals of Environmental Noise

Noise may be defined as unwanted sound. Noise is usually objectionable because it is disturbing or annoying. The objectionable quality of a sound could be caused by its *pitch* or its loudness. *Pitch* is the height or depth of a tone or sound, depending on the relative rapidity (frequency) of the vibrations by which it is produced. Higher pitched signals sound louder to humans than sounds with a lower pitch. *Loudness* is intensity of sound waves combined with the reception characteristics of the ear. Intensity may be compared with the height of an ocean wave in that it is a measure of the amplitude of the sound wave.

In addition to the concepts of pitch and loudness, there are several noise measurement scales used to describe noise in a particular location. A *decibel (dB)* is a unit of measurement that indicates the relative amplitude of a sound. The zero on the decibel scale is based on the lowest sound level that the healthy, unimpaired human ear can detect. Sound levels in decibels are calculated on a logarithmic basis. An increase of 10 decibels represents a ten-fold increase in acoustic energy, while 20 decibels is 100 times more intense, 30 decibels is 1,000 times more intense, etc. There is a relationship between the subjective noisiness or loudness of a sound and its intensity. Each 10 decibel increase in sound level is perceived as approximately a doubling of loudness over a fairly wide range of intensities. Technical terms are defined in Table 1.

There are several methods of characterizing sound. The most common in California is the *A-weighted sound level or dBA*. This scale gives greater weight to the frequencies of sound to which the human ear is most sensitive. Representative outdoor and indoor noise levels in units of dBA are shown in Table 2. Because sound levels can vary markedly over a short period of time, a method for describing either the average character of the sound or the statistical behavior of the variations must be utilized. Most commonly, environmental sounds are described in terms of an average level that has the same acoustical energy as the summation of all the time-varying events. This energy-equivalent sound/noise descriptor is called L_{eq} . The most common averaging period is hourly, but L_{eq} can describe any series of noise events of arbitrary duration.

The scientific instrument used to measure noise is the sound level meter. Sound level meters can accurately measure environmental noise levels to within about plus or minus 1 dBA. Various computer models are used to predict environmental noise levels from sources, such as roadways and airports. The accuracy of the predicted models depends upon the distance the receptor is from the noise source. Close to the noise source, the models are accurate to within about plus or minus 1 to 2 dBA.

Since the sensitivity to noise increases during the evening and at night -- because excessive noise interferes with the ability to sleep -- 24-hour descriptors have been developed that incorporate artificial noise penalties added to quiet-time noise events. The *Community Noise Equivalent Level, CNEL*, is a measure of the cumulative noise exposure in a community, with a 5 dB penalty added to evening (7:00 pm - 10:00 pm) and a 10 dB addition to nocturnal (10:00 pm - 7:00 am) noise levels. The *Day/Night Average Sound Level, L_{dn}* , is essentially the same as CNEL, with the exception that the evening time period is dropped and all occurrences during this three-hour period are grouped into the daytime period.

TABLE 1 Definitions of Acoustical Terms Used in this Report

Term	Definition
Decibel, dB	A unit describing, the amplitude of sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure. The reference pressure for air is 20.
Sound Pressure Level	Sound pressure is the sound force per unit area, usually expressed in micro Pascals (or 20 micro Newtons per square meter), where 1 Pascal is the pressure resulting from a force of 1 Newton exerted over an area of 1 square meter. The sound pressure level is expressed in decibels as 20 times the logarithm to the base 10 of the ratio between the pressures exerted by the sound to a reference sound pressure (e.g., 20 micro Pascals). Sound pressure level is the quantity that is directly measured by a sound level meter.
Frequency, Hz	The number of complete pressure fluctuations per second above and below atmospheric pressure. Normal human hearing is between 20 Hz and 20,000 Hz. Infrasonic sound are below 20 Hz and Ultrasonic sounds are above 20,000 Hz.
A-Weighted Sound Level, dBA	The sound pressure level in decibels as measured on a sound level meter using the A-weighting filter network. The A-weighting filter de-emphasizes the very low and very high frequency components of the sound in a manner similar to the frequency response of the human ear and correlates well with subjective reactions to noise.
Equivalent Noise Level, L_{eq}	The average A-weighted noise level during the measurement period.
L_{max} , L_{min}	The maximum and minimum A-weighted noise level during the measurement period.
L_{01} , L_{10} , L_{50} , L_{90}	The A-weighted noise levels that are exceeded 1%, 10%, 50%, and 90% of the time during the measurement period.
Day/Night Noise Level, L_{dn} or DNL	The average A-weighted noise level during a 24-hour day, obtained after addition of 10 decibels to levels measured in the night between 10:00 pm and 7:00 am.
Community Noise Equivalent Level, CNEL	The average A-weighted noise level during a 24-hour day, obtained after addition of 5 decibels in the evening from 7:00 pm to 10:00 pm and after addition of 10 decibels to sound levels measured in the night between 10:00 pm and 7:00 am.
Ambient Noise Level	The composite of noise from all sources near and far. The normal or existing level of environmental noise at a given location.
Intrusive	That noise which intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of a sound depends upon its amplitude, duration, frequency, and time of occurrence and tonal or informational content as well as the prevailing ambient noise level.

Source: Handbook of Acoustical Measurements and Noise Control, Harris, 1998.

TABLE 2 Typical Noise Levels in the Environment

Common Outdoor Activities	Noise Level (dBA)	Common Indoor Activities
	110 dBA	Rock band
Jet fly-over at 1,000 feet		
	100 dBA	
Gas lawn mower at 3 feet		
	90 dBA	
Diesel truck at 50 feet at 50 mph		Food blender at 3 feet
	80 dBA	Garbage disposal at 3 feet
Noisy urban area, daytime		
Gas lawn mower, 100 feet	70 dBA	Vacuum cleaner at 10 feet
Commercial area		Normal speech at 3 feet
Heavy traffic at 300 feet	60 dBA	
		Large business office
Quiet urban daytime	50 dBA	Dishwasher in next room
Quiet urban nighttime	40 dBA	Theater, large conference room
Quiet suburban nighttime	30 dBA	
Quiet rural nighttime	20 dBA	Library
	10 dBA	Bedroom at night, concert hall
	0 dBA	Broadcast/recording studio

Source: Technical Noise Supplement (TeNS), Caltrans, November 2009.

Regulatory Background

City of Pittsburg General Plan Noise Element

Exterior and interior noise standards for residential land uses are established within the City of Pittsburg General Plan Noise Element. Policies contained in the Noise Element applicable to the proposed project include:

Guiding Policies

- 12-G-1 Protect public health and welfare by eliminating or minimizing the effects of existing noise problems, and by preventing increased noise levels in the future.

Implementing Policies

- 12-P-1 As part of development review, use Figure 12-3 (Noise and Land Use Compatibility Table – summarized below) to determine acceptable uses and installation requirements in noise impacted areas.

Exterior use areas associated with new single-family residences are considered normally acceptable up to a noise level of 60 dBA/CNEL, *conditionally acceptable* where noise levels range from 55 to 70 dBA DNL/CNEL, *normally unacceptable* where noise levels range from 70 to 75 dBA DNL/CNEL, and *clearly unacceptable* where noise levels exceed 75 dBA DNL/CNEL.

- 12-P-4 Require noise attenuation programs for new development exposed to noise above normally acceptable levels. Encourage noise attenuation programs that avoid visible sound walls.
- 12-P-5 Require that applicants for new noise-sensitive development, such as schools, residences, and hospitals, in areas subject to noise generators producing noise levels greater than 65 dB CNEL, obtain the services of a professional acoustical engineer to provide a technical analysis and design of mitigation measures.
- 12-P-6 Ensure that new noise-sensitive uses, including schools, hospitals, churches, and homes, in areas near roadways identified as impacting sensitive receptors by producing noise levels greater than 65 dB CNEL, incorporate mitigation measures to insure that interior noise levels do not exceed 45 dB CNEL.
- 12-P-8 Develop noise attenuation programs for mitigation of noise adjacent to existing residential areas, including such measures as wider setbacks, intense landscaping, double-pane windows, and building orientation muffling the noise source.

Existing Noise Environment

The project site is located on the east side of Carion Court north of California Avenue, behind existing commercial development including the Hampton Inn and Suites, a Jack in the Box restaurant, and a Chevron gas station with a drive-thru carwash. MLK Junior High School is located across Carion Court from the project site. To the north, the site is bounded by a uniform services company that includes trucking, and to the east, the site is bounded by a light industrial building which houses a flooring store and other office uses. An industrial facility is located on the next parcel to the east.

Illingworth & Rodkin, Inc. (I&R) visited the project site in December 2012 and completed a series of noise measurements to quantify existing ambient noise levels. The noise monitoring survey consisted of two long-term noise measurements, beginning Thursday, December 6, 2012 and ending Tuesday, December 11, 2012. Attended short-term noise measurements were also made. Noise monitoring locations are shown on Figure 1, with the long-term sites designated (LT) and the short-term sites designated (ST).

Site LT-1 was located on the south property line adjacent to the exit of the carwash tunnel. Noise sources affecting this site included industrial noise sources to the north and east, vehicular traffic on SR-4 and California Avenue, the intermittent noise of carwash equipment, and intermittent vehicular traffic noise and pedestrian traffic through the existing access easement. Hourly average noise levels range from about 56 dBA L_{eq} to 65 dBA L_{eq} during the daytime and from about 55 dBA L_{eq} to 60 dBA L_{eq} during the nighttime. The CNEL measured at Location LT-1, averaged over the four complete 24-hour measurement periods on Friday, Saturday, Sunday, and Monday, was 66 dBA CNEL. Long-term noise measurement results at Location LT-1 are summarized in Figures 2 through 7.

Measurement Location LT-2 was at the northeast corner of the project site. Noise sources affecting measurements at this location were primarily from the industrial uses to the north, including a cooling tower and other mechanical equipment located on the parcel to the north, and industrial processing equipment located to the east of the parcel adjoining the east side of the project site. Truck traffic circulating on the adjacent parcel to the north also contributed. Noise levels measured at Location LT-2 were steady due to the influence of the industrial noise sources. The sound level was typically about 65 dBA L_{eq} on Thursday and Friday until noon, when the noise level dropped to about 62 dBA L_{eq} . This continued throughout the rest of the day and night. On Saturday, the noise level increased again to 64-65 dBA L_{eq} and this continued until the end of the measurement on Tuesday morning. Intermittent vehicular traffic in the adjacent parking lots was the likely source of the maximum noise levels that typically ranged from 70-75 dBA L_{max} . There were short excursions to much higher noise levels on Friday morning. The source of this was again likely a localized noise source adjacent to the microphone, such as an automobile or truck in the adjacent parking lot. The measured 24-hour average CNEL at Location LT-2 was 72 dBA CNEL resulting from the steady noise throughout the day and night. Long-term noise measurement results at Location LT-2 are summarized in Figures 8 through 13.

A series of short-term noise measurements were also made in order to quantify the variation in noise levels throughout the site. A summary of the attended short term noise measurements is presented in Table 3.

TABLE 3 Summary of Short-Term Noise Measurement Data

Noise Measurement Location	L _{max}	L ₍₁₎	L ₍₁₀₎	L ₍₅₀₎	L ₍₉₀₎	L _{eq}	CNEL
ST-1: Measurement of carwash blower/dryer ~35 feet from exit of carwash tunnel, (12/6/2012, 11:59 a.m. -12:01 p.m.)	76	--	--	--	--	75	66
ST-2: Southwest corner of Site along Carion Court – noise from SR-4 (12/6/2012, 12:05 p.m.-12:15 p.m.)	77	73	62	57	56	60	67
ST-3: Northeast corner of Site near industrial noise sources (12/6/2012, 12:17 p.m. - 12:27 p.m.)	69	68	66	64	63	63	72
ST-4: Northwest corner of Site near truck access to adjacent property. (12/6/2012, 12:45 p.m.-12:55 p.m.)	75	75	62	58	57	59	66

Note: CNEL approximated by correlating to corresponding period at long-term site.

Measurement Location ST-1 was selected to measure the noise level from the carwash located adjacent to the property line. The only significant noise source associated with the carwash was determined to be the blower/dryer. This is typical of a tunnel carwash. The measured noise level 35 feet from the exit end of the carwash was 76 dBA L_{max} during the operation of the blower/dryer. The average noise level over the approximate 90-second duration of the blower/dryer operation was 75 dBA L_{eq}. From a visit to the Chevron station, it was determined that the carwash operates 24 hours per day. Only one car was observed to use the carwash during the period of attended measurements that began at about 11:40 a.m. and ended at about 1:00 p.m. Data was not available on the frequency of operation of the carwash, but the noise from carwash operations was included in the overall noise measurements made at Location LT-1. The Jack in the Box drive-thru also operates 24-hours per day. It is located about 140 feet from the south property line and about 200 feet from the nearest proposed residential property. The drive-thru was not audible during the survey. The typical level of a drive-thru speaker is about 75 dBA measured at a distance of 3 feet. At the project site the maximum noise level would be about 40 dBA, substantially below ambient levels measured throughout the day and night, an insignificant source of noise. Measurement Location ST-2 was at the southwest corner of the site along Carion Court, on proposed Lot 20 as shown on the Sunnyside Estates Vesting Tentative Map and Preliminary Drainage Plan (Figure 1). This site is across Carion Court from the junior high school and has an unobstructed view to the southwest of vehicular traffic on SR-4. Truck and automobile traffic on Carion Court also contributes. Location ST-3 was in the northeast corner of the project site nearest to the industrial noise sources. At this location, the noise level was steady and resulted primarily from equipment at the industrial site further east and from the heating, ventilating, and air conditioning equipment and truck circulation on the site to the north. Location ST-4 was in the northwest corner of the project site near a truck access to the adjacent property to the north. The industrial noise to the east generated a steady level of 57-58 dBA. A

truck passing on Carion Court generated a maximum noise level of 75 dBA. A distant train horn was audible but did not make a measurable contribution to the overall noise level. Children at the junior high school were also audible, but similarly, did not make a significant contribution to the overall measured noise level.

Future Exterior Noise Environment Conclusions

The future noise environment at the project site would continue to result primarily from industrial noise sources affecting the northern and eastern property boundaries with vehicular traffic on SR-4 and California Avenue also contributing to the noise environment along the western and southern portions of the site. Noise levels resulting from industrial and manufacturing sources are assumed to remain the same in the future. Vehicular traffic noise levels along SR-4 were analyzed previously by I&R¹. Increased traffic along SR-4 is calculated to increase the CNEL by 1 dBA in the future condition. Noise levels along the western and southern portions of the site are affected by vehicular traffic noise from SR-4 and would experience about a 1 dBA increase. The future noise exposure of parcels proposed on the project site, as identified on the Vesting and Tentative Map, are summarized in Table 4. The noise exposure at Lots 8 and 9 is more significant than a similar level of noise resulting from vehicular traffic because the CNEL results from a continuous noise level of 65 dBA that occurs throughout the day and night.

TABLE 4 Future Noise Exposure Levels

Lot No.	CNEL/CNEL Mitigated	Significant Noise Sources
1	66/61	Industrial and SR-4
2,3	67/62	Industrial
4,5	68/63	Industrial
6,7	70/62	Industrial
8,9	72/64	Industrial
10	70/62	Industrial
11,12	68/63	Industrial, Commercial, SR-4
13,14	66/61	Industrial, Commercial, SR-4
15-19	66/61	SR-4, Commercial, Local Traffic
20-22	67/62	SR-4, Local Traffic
23	66/61	SR-4, Local Traffic
24-33	<65	Industrial, Commercial, SR-4

¹ Toscana at San Maro, Pittsburg, CA – Environmental Noise Assessment, prepared for Discovery Builders, Inc., by Illingworth & Rodkin, Inc., May 15, 2012.

The project proposes a 6-foot high good neighbor fence along the west and north lot property lines and a 6-foot masonry wall along the east and south lot property lines on Lots 1-22 and the Tot Lot (Parcel B) located around the perimeter of the site plan. A good neighbor fence does not provide noise mitigation because the noise comes through the gaps between boards. A solid wood or masonry barrier is necessary to provide noise mitigation. The noise exposure levels along Carion Court and along the north property line are projected to exceed the 65 dBA CNEL threshold established by the City of Pittsburgh. The 6-foot high good neighbor fence should, therefore, be constructed airtight and have a minimum surface weight of 3 lbs./ft.². This can be accomplished with a solid board-and-batten wood fence construction that covers the cracks and gaps. An example was sent under separate cover. The fence should also be sealed at the base by backfilling dirt or drain rock against the base of the barrier. In addition, the noise barrier fence should return away from Carion Court along the south property line of Lot 20, and at the lots adjoining the interior intersecting street to a point that would align with the limit of the backyard of the property to minimize sound flanking (See Figure 1). Normally, a 6-foot noise barrier would be sufficient to provide at least 5 dBA of noise attenuation. However, elevated mechanical equipment noise sources affect the Lots around the northeast corner of the site. The noise barrier height needs to be increased to a height of 8 feet as measured above the adjacent pad elevations at Lots 6, 7, 8, 9, and 10 to effectively mitigate the noise.

Future Interior Noise Environment Conclusions

Regarding interior noise levels, all of the units at the project site should be provided with heating and air conditioning so that windows may be kept closed at the discretion of the occupants to control intrusive noise throughout the day and night and all seasons of the year. The walls and windows at second stories would not be shielded by the sound walls. The design of the second stories of the buildings on Lots 8 and 9 should be reviewed during the building design phase and designed so as to provide at least 33 dBA of noise reduction when going from outside to inside to minimize sleep disturbance indoors. The balance of the second stories of buildings on lots along the north, east, and south, and west property boundaries should be designed to provide an exterior to interior noise reduction of 30-31 dBA to minimize sleep disturbance (See Figure 14). The specified exterior to interior noise reductions would normally be achieved with standard wall constructions, and windows and doors with Sound Transmission Class (STC) ratings in the 30 – 35 STC range. These treatments would result in interior average noise levels below the 45 dBA CNEL interior noise standard with a significant margin of safety and are necessary because of the unusual character of the noise in the area. These recommendations apply to exterior facades that have a view towards the adjacent property boundary that would normally include the rear and two side elevations. The front elevations facing the interior of the project site, and buildings constructed on Lots 24 through 33 would not require special building sound insulation treatments.

With the implementation of the sound rated building elements and noise barriers proposed, the project would meet the 65 dBA CNEL threshold identified in General Plan Policy 12-P-5 and previously applied by the City on another recent project (Toscana at San Marco) and the 45 dBA CNEL interior noise level threshold. The implementation of the sound rated building elements and noise barriers would also minimize the effects of industrial and commercial noise sources in the area.

Vibration Analysis

The project site is adjacent to a company that uses heavy trucks and near other industrial uses. An active rail corridor is located to the north. Trucks are a potential source of ground vibration. The amplitude of the vibration received is a function of the travel speed and distance between the truck and the residential structure. In this case the trucks were observed to circulate on the adjacent properties and along Carion Court at speeds ranging from about 5 to 20 miles per hour, with the nearest distance to a future residence more than 25 feet. At these speeds and distance, trucks would generate imperceptible ground vibration levels² (below 65 VdB). There are no pieces of industrial equipment associated with the uses in the area that would be expected to generate perceptible groundborne vibration outside their properties. The railroad tracks are located more than 900 feet to the north of the project site. Ground vibration levels from railroad trains are imperceptible at residences located more than 900 feet from the tracks.

This concludes our environmental noise assessment for the Sunnyside Estates Residential Project. If you have any questions or comments regarding this analysis, please do not hesitate to call.

◆ ◆ ◆

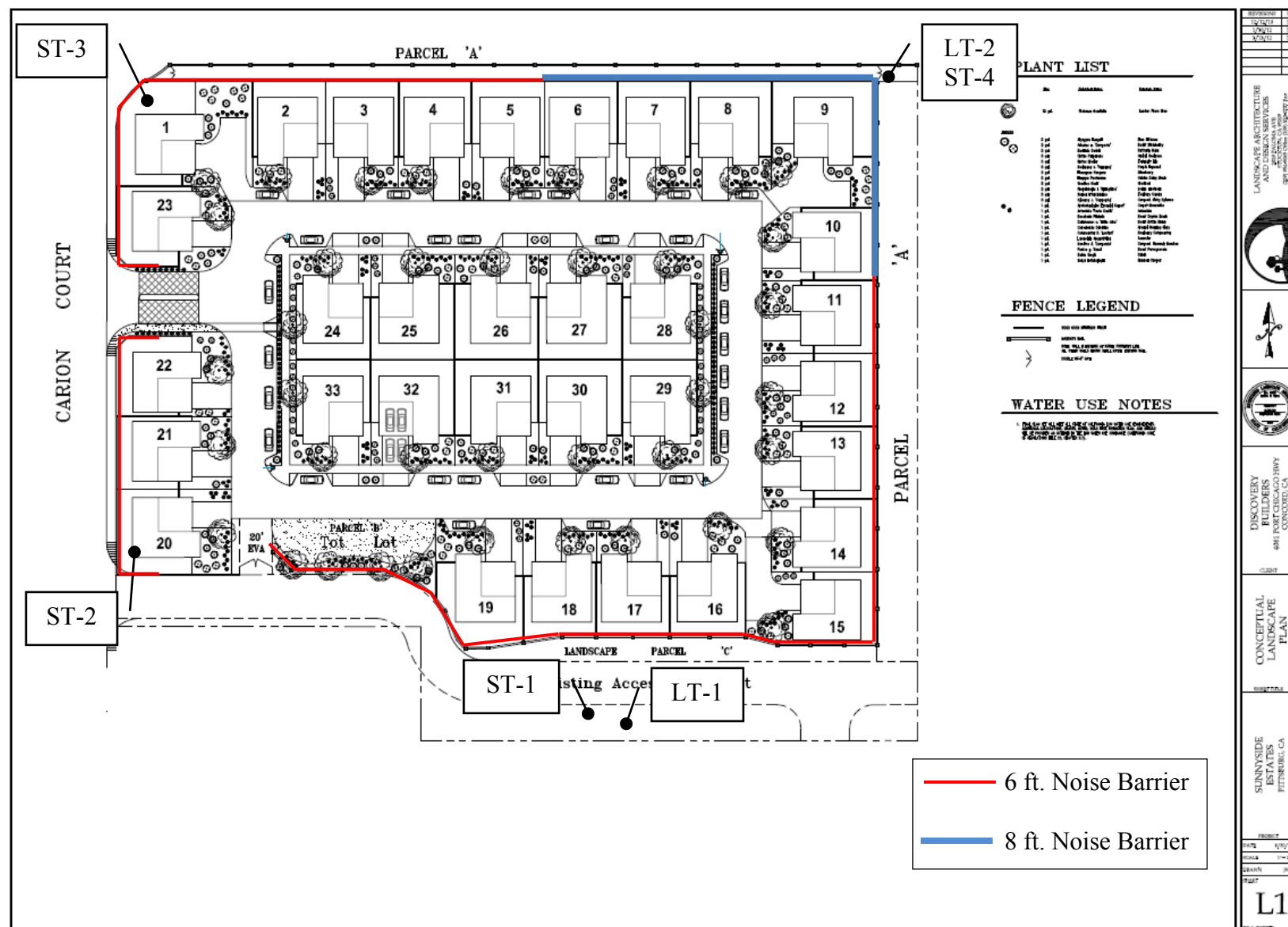
Sincerely yours,



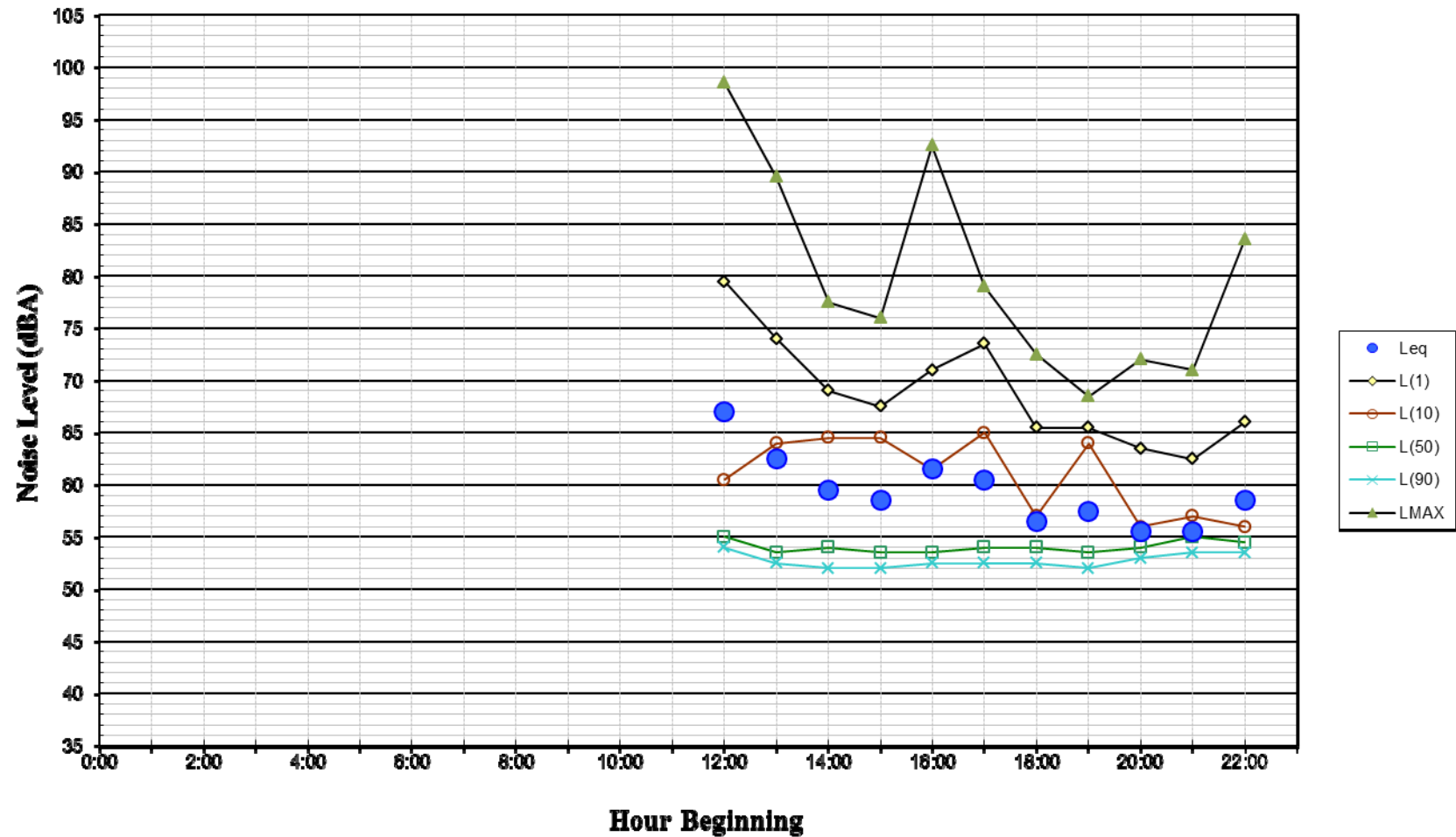
Richard B. Rodkin, PE
Senior Consultant
ILLINGWORTH & RODKIN, INC.
RBR:gfl

² US Department of Transportation, Federal Transit Administration. 2006. Transit Noise and Vibration Impact Assessment, FTA-VA-90-1003-06. May.

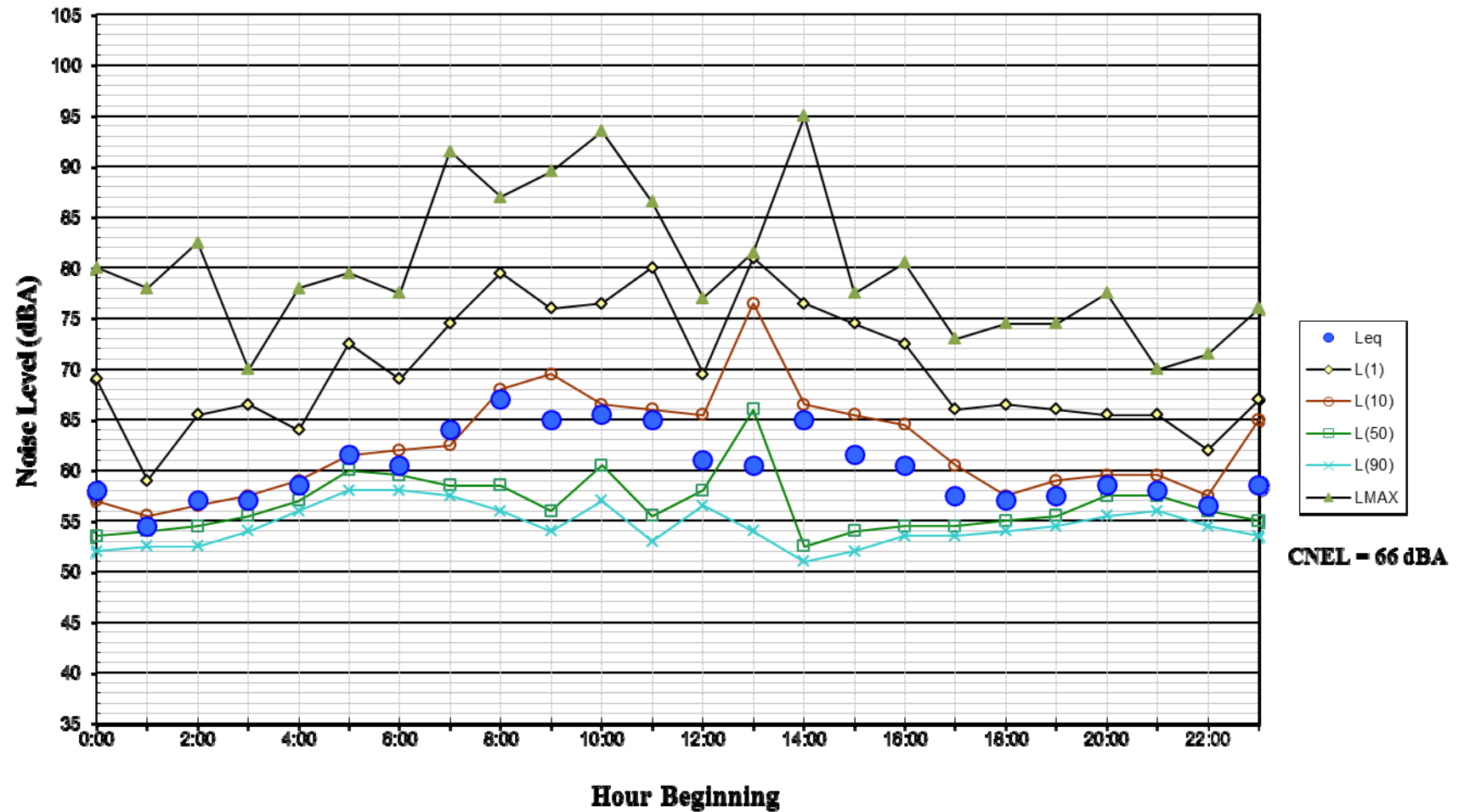
Figure 1 **Noise Monitoring Locations and Recommended Noise Barriers**



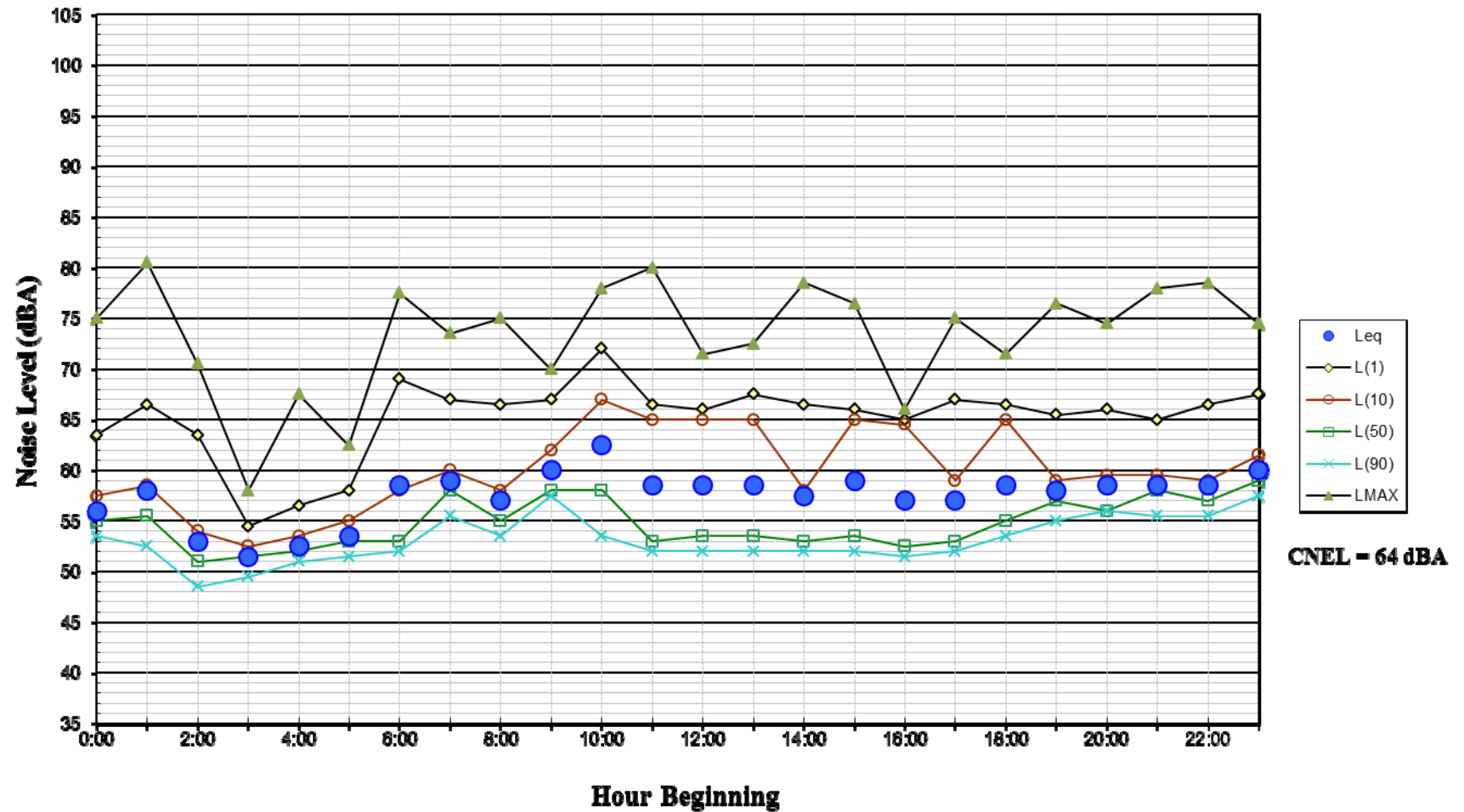
**Figure 2: Noise Levels Measured At Location LT-1
South Property Line of Sunnyside Estates Project Site Adjoining Exit of Carwash
December 6, 2012**



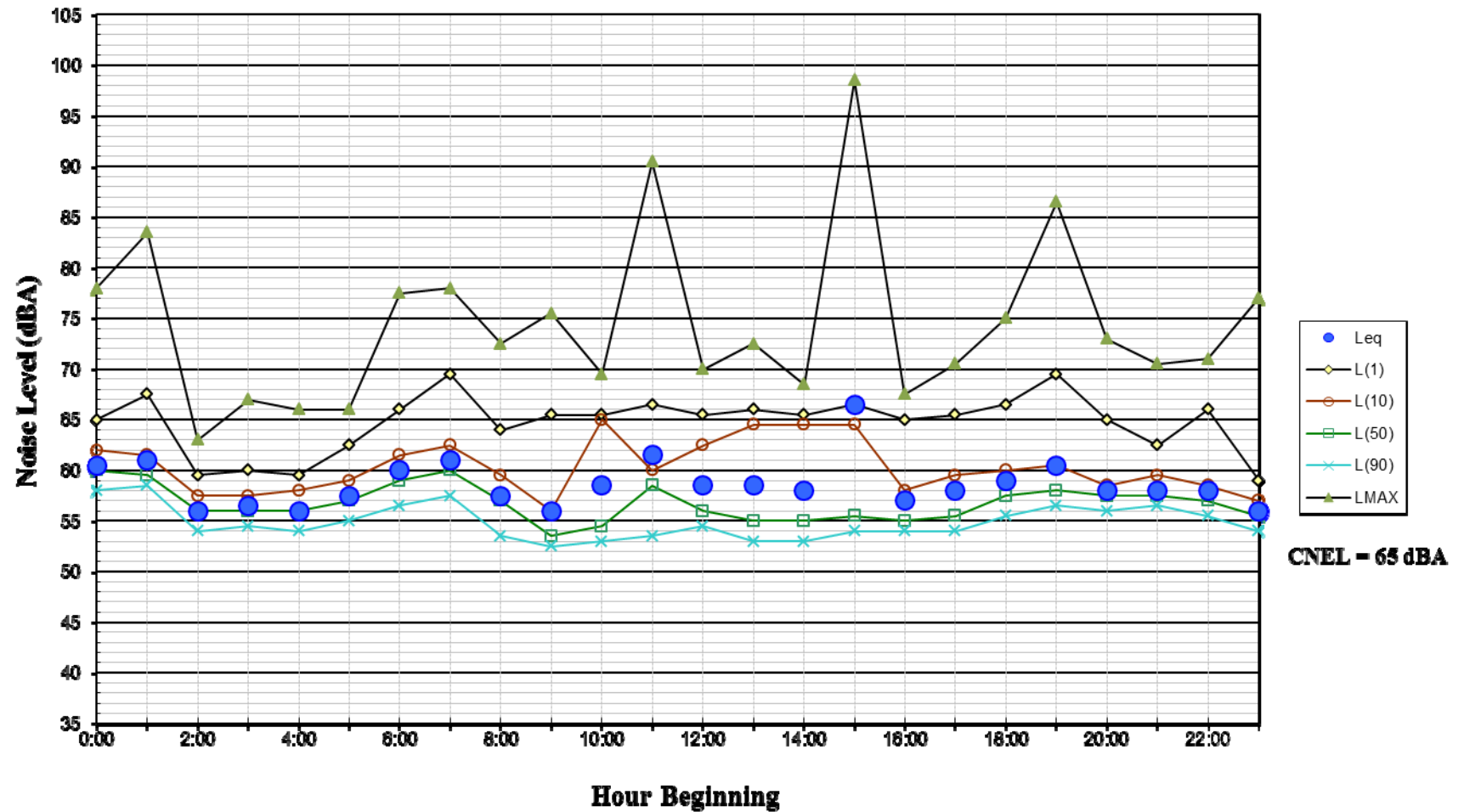
**Figure 3: Noise Levels Measured At Location LT-1
South Property Line of Sunnyside Estates Project Site Adjoining Exit of Carwash
December 7, 2012**



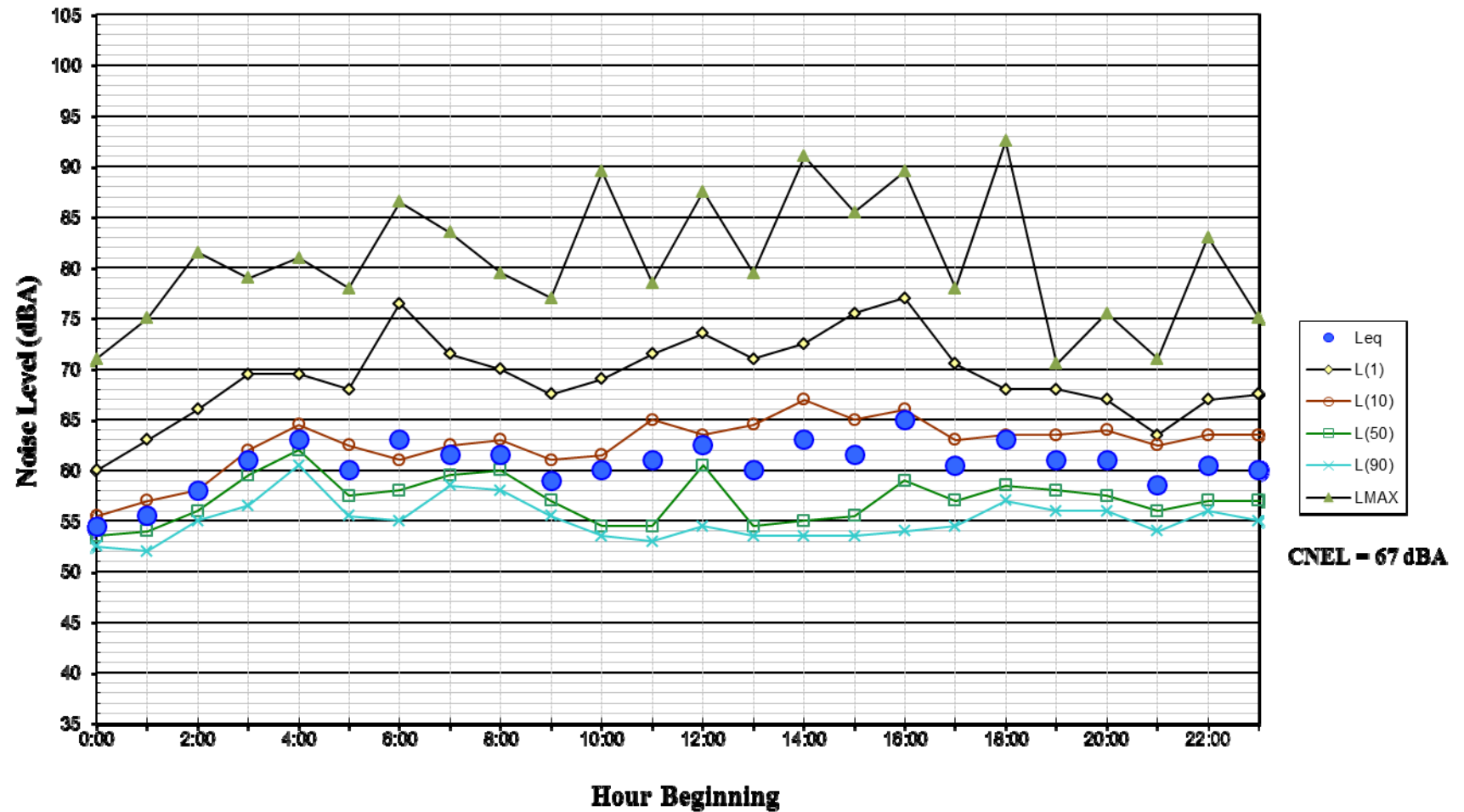
**Figure 4: Noise Levels Measured At Location LT-1
South Property Line of Sunnyside Estates Project Site Adjoining Exit of Carwash
December 8, 2012**



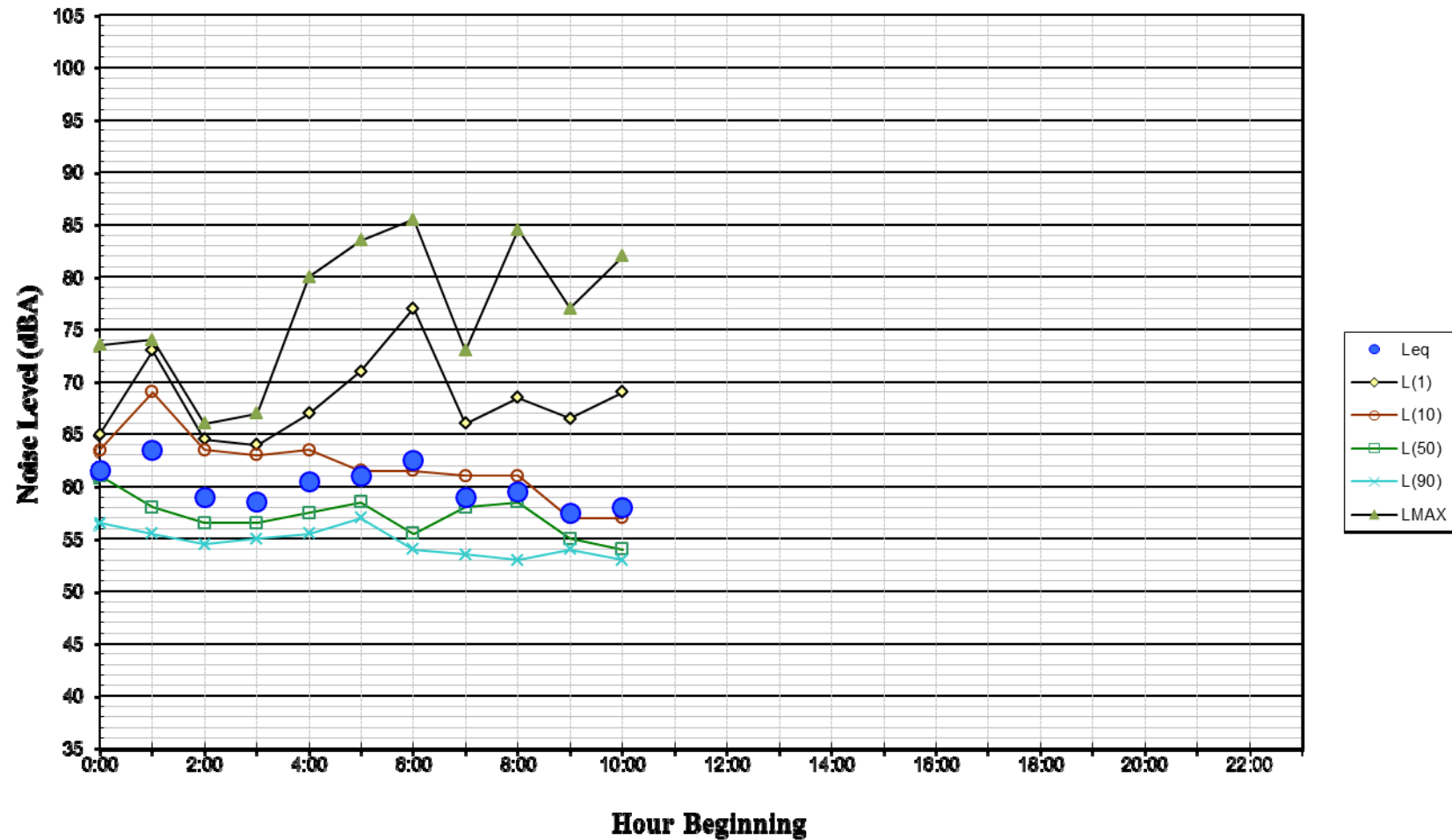
**Figure 5: Noise Levels Measured At Location LT-1
South Property Line of Sunnyside Estates Project Site Adjoining Exit of Carwash
December 9, 2012**



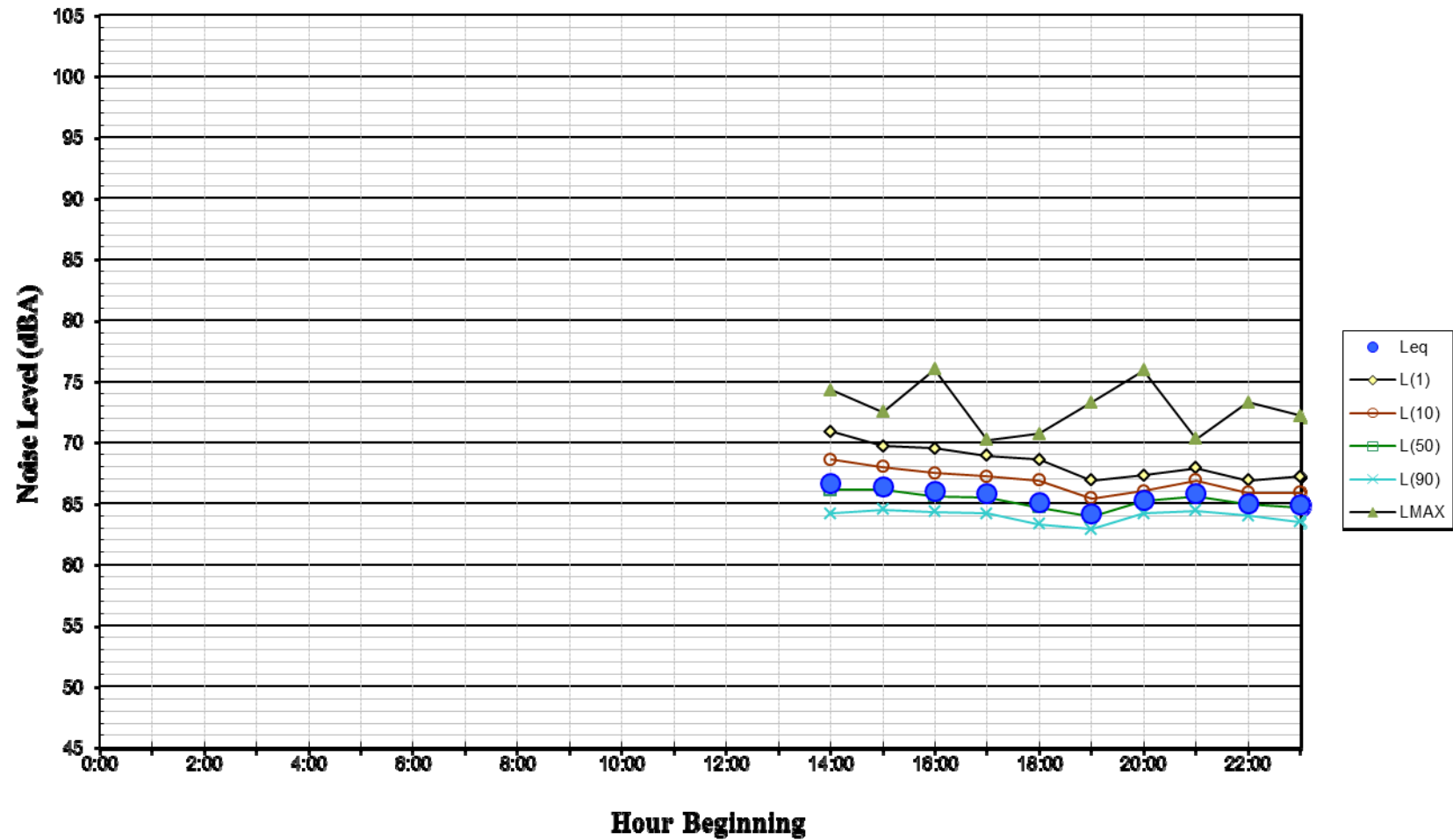
**Figure 6: Noise Levels Measured At Location LT-1
South Property Line of Sunnyside Estates Project Site Adjoining Exit of Carwash
December 10, 2012**



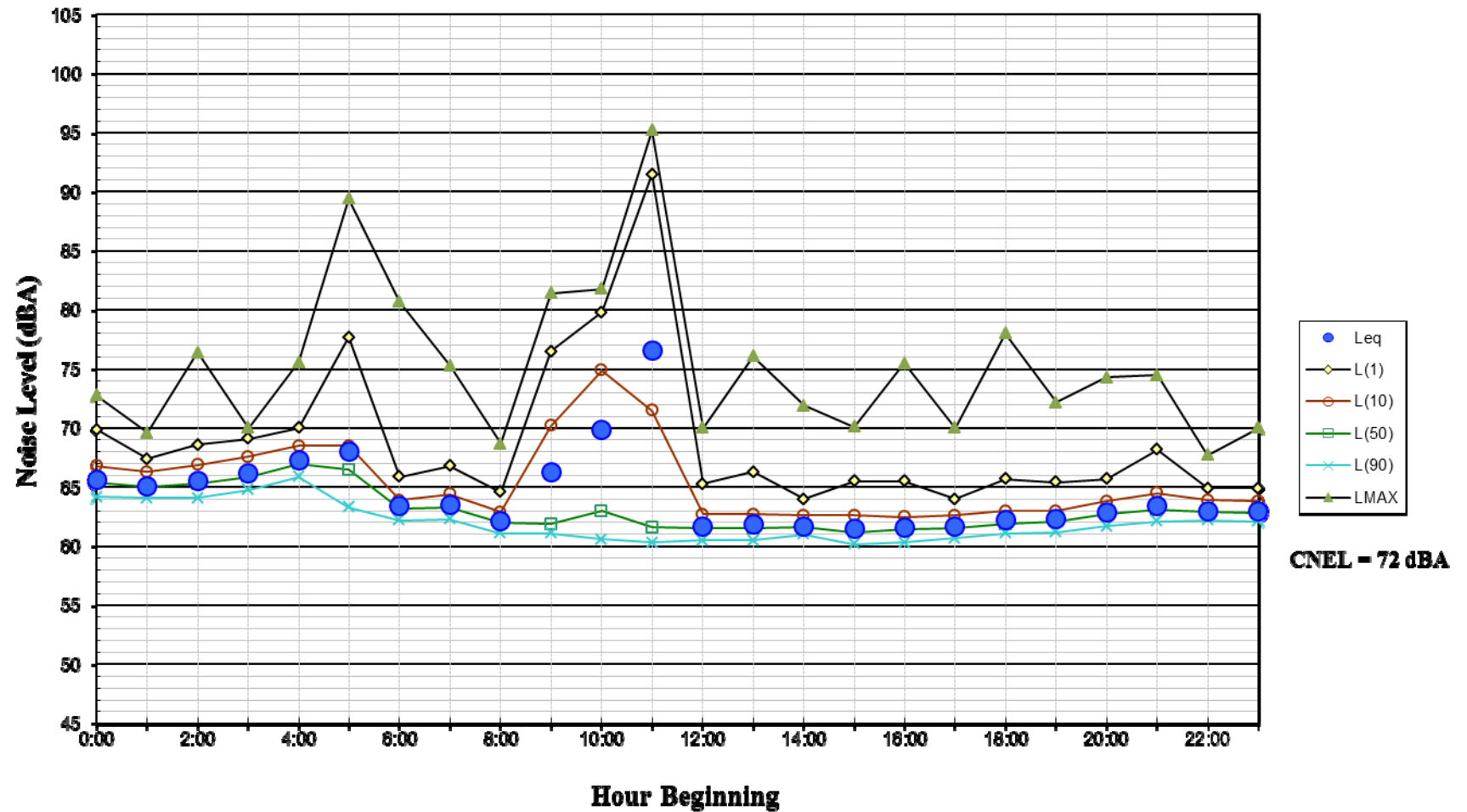
**Figure 7: Noise Levels Measured At Location LT-1
South Property Line of Sunnyside Estates Project Site Adjoining Exit of Carwash
December 11, 2012**



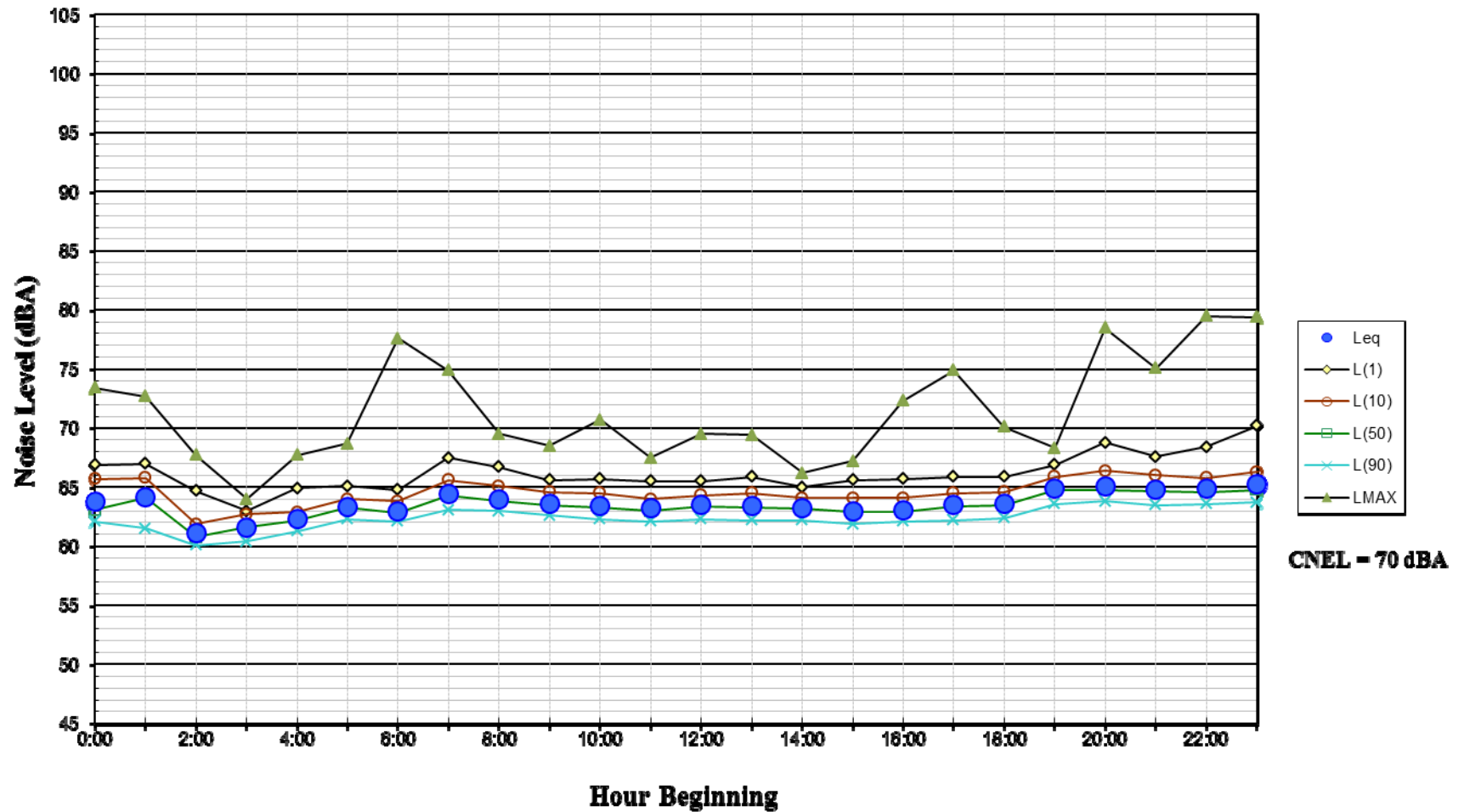
**Figure 8: Noise Levels Measured At Location LT-2
Northeast Corner of Sunnyside Estates Project Site
December 6, 2012**



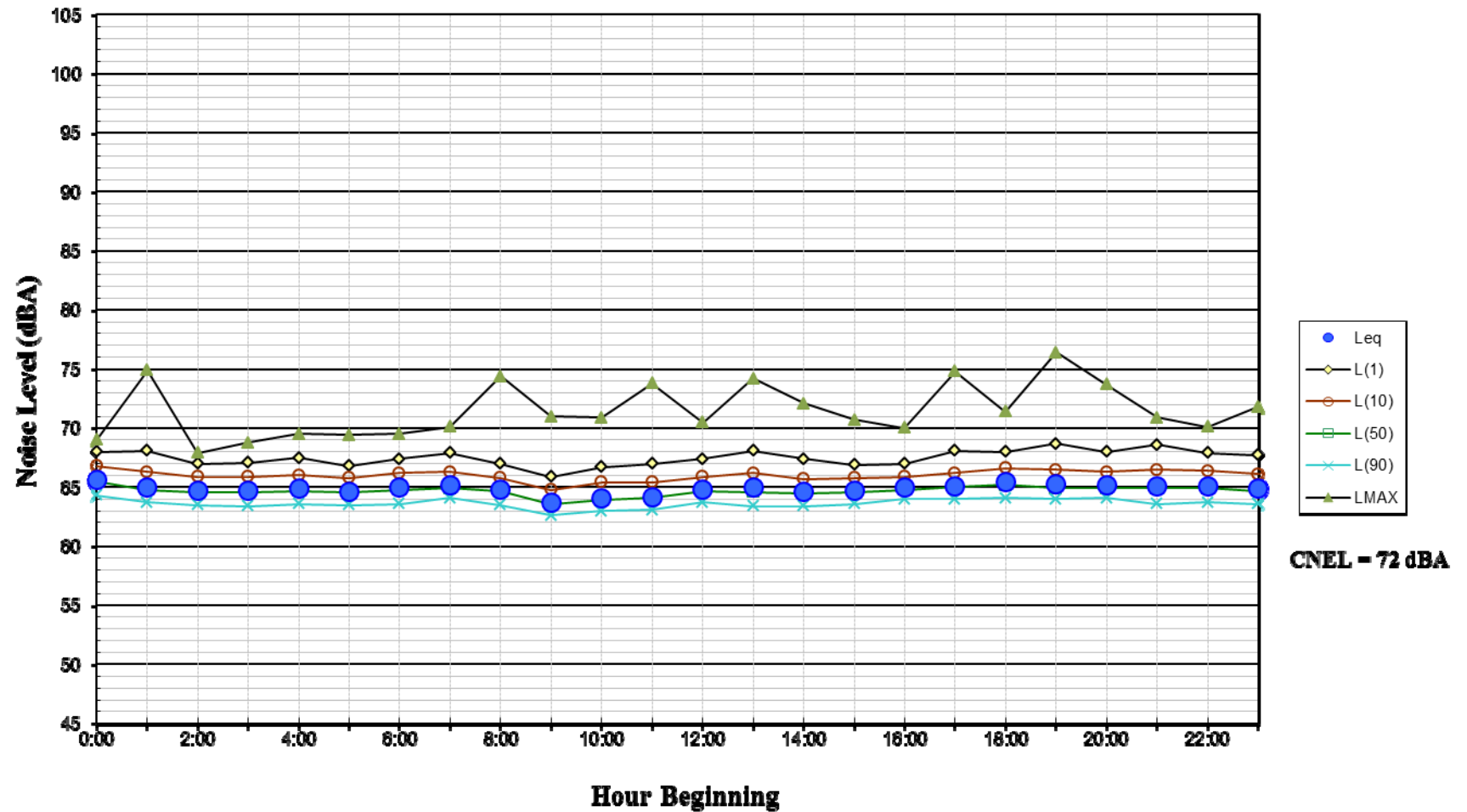
**Figure 9: Noise Levels Measured At Location LT-2
Northeast Corner of Sunnyside Estates Project Site
December 7, 2012**



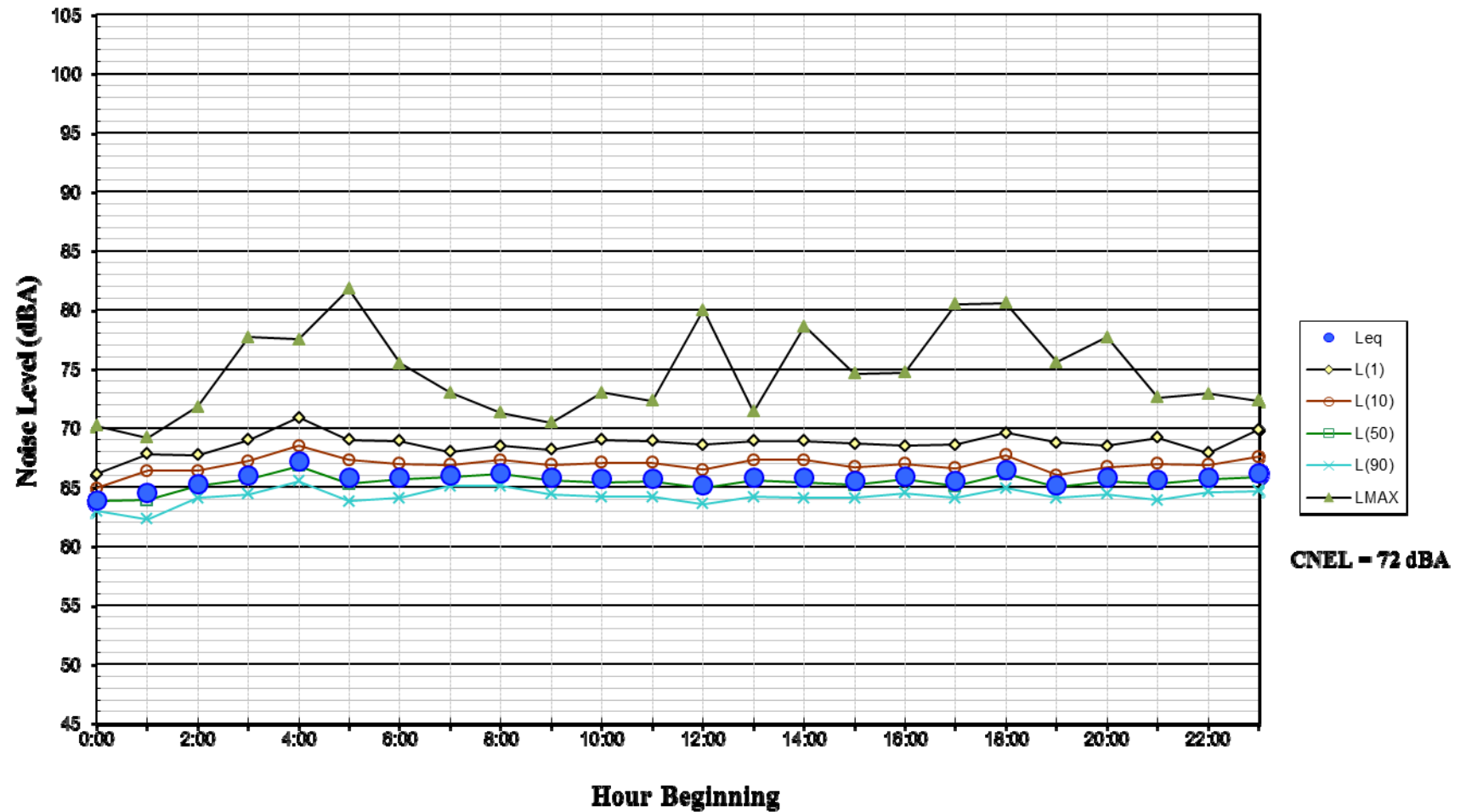
**Figure 10: Noise Levels Measured At Location LT-2
Northeast Corner of Sunnyside Estates Project Site
December 8, 2012**



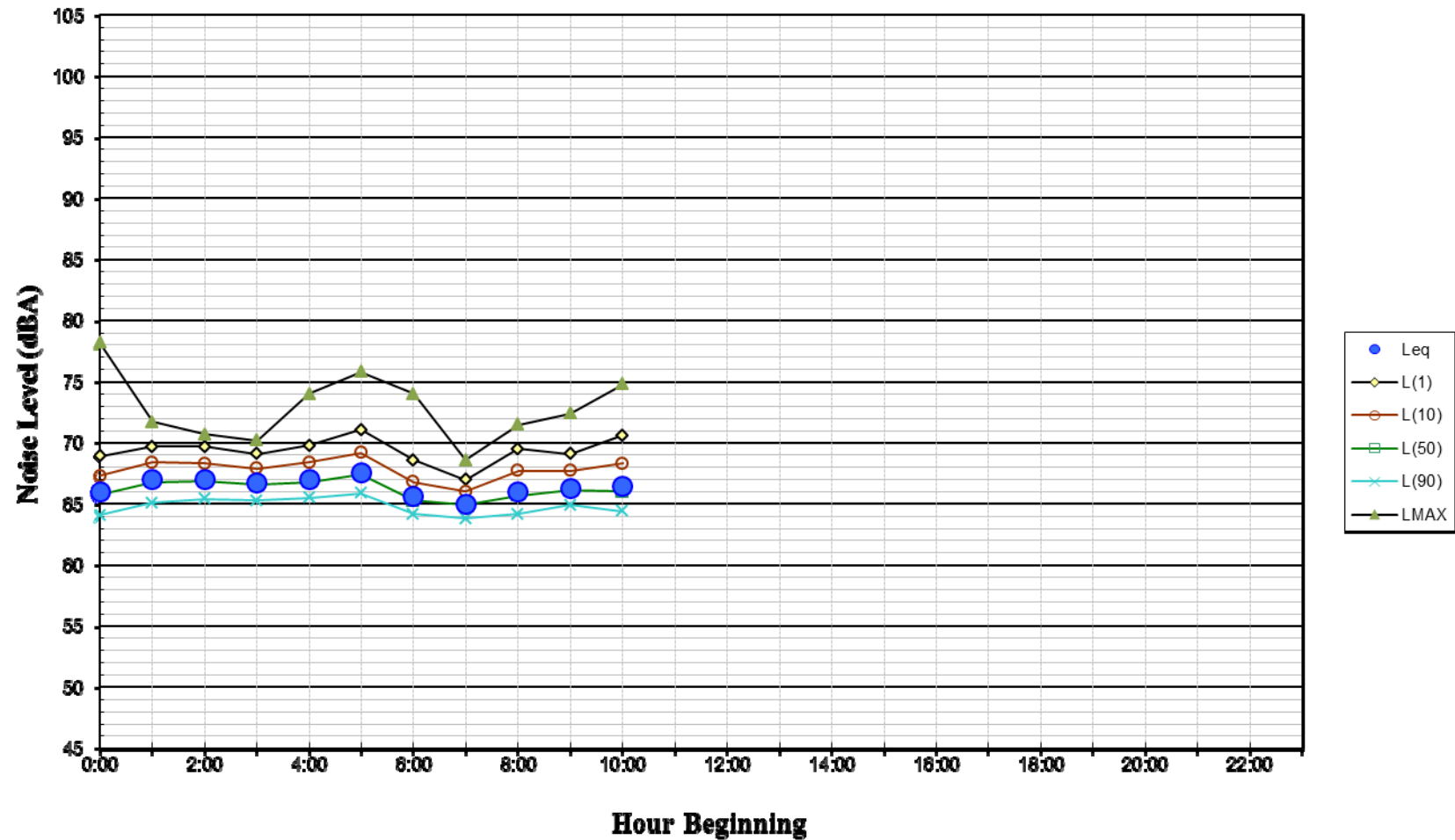
**Figure 11: Noise Levels Measured At Location LT-2
Northeast Corner of Sunnyside Estates Project Site
December 9, 2012**

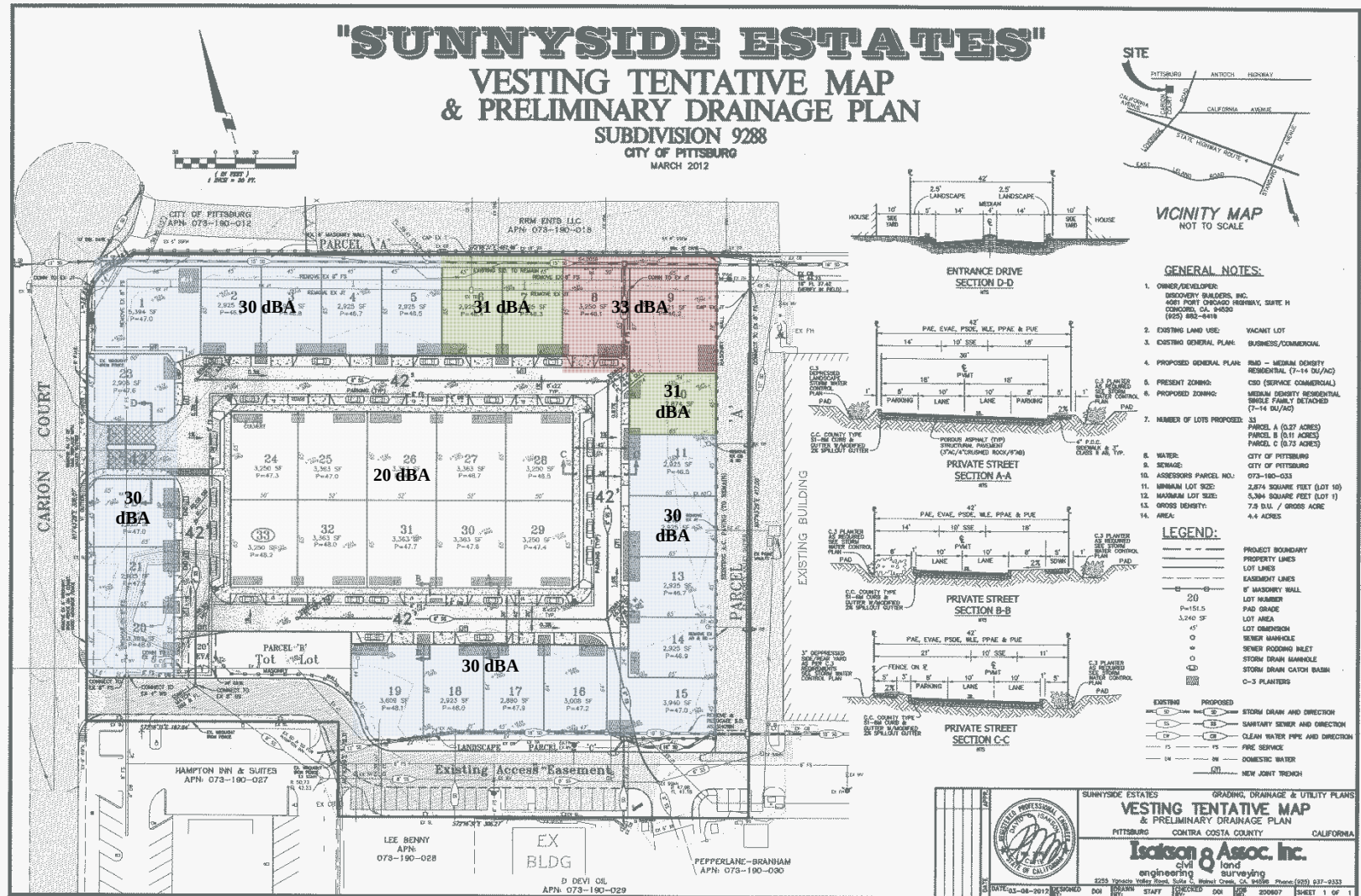


**Figure 12: Noise Levels Measured At Location LT-2
Northeast Corner of Sunnyside Estates Project Site
December 10, 2012**



**Figure 13: Noise Levels Measured At Location LT-2
Northeast Corner of Sunnyside Estates Project Site
December 11, 2012**







City of Pittsburg

Community Development Department – Planning Division

65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the **CITY COUNCIL** of the **City of Pittsburg** will conduct a public hearing on:

DATE: March 19, 2018
TIME: 7:00 p.m.
PLACE: City Council Chamber at City Hall
65 Civic Avenue, Pittsburg, California

Concerning the following matter:

Consideration of a City Council Resolution Approving Design Review, Fence Height Exception, and Sign Review for the Edgewater Apartments, and Adoption of a City Council Ordinance Approving a Development Agreement, AP-17-1228 (DA, DR, FE, SR)

This is a public hearing on a request for approval of: 1) design review of plans to construct a 62-unit, two-story apartment complex on a vacant, 4.42-acre parcel; 2) a fence height exception to establish a six-foot tall fence within the required front yard; and 3) approval of an approximately five and one-half-foot-tall freestanding monument sign at the entrance of the project, located along the east side of Carion Court, across from Martin Luther King Jr. Junior High School (Assessor's Parcel Number: 073-190-033). This request also includes a second reading of an ordinance, which was introduced by the City Council on March 5, 2018, to approve a Development Agreement. On January 23, 2018, the Planning Commission considered the proposal in its entirety and adopted Resolution No. 10085, recommending approval of the project as presented.

PROJECT PLANNER: Jordan Davis, (925) 252-4015 or jdavis@ci.pittsburg.ca.us

Why am I receiving this notice?

You are receiving this notice because you have either previously requested notifications from the Planning Division, or a project has been proposed in your neighborhood and all property owners within a minimum 300-foot radius of the project site are required to be notified under the Pittsburg Municipal Code.

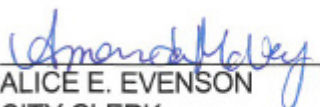
Where can I get more information about this project?

The complete file for this project is available for public inspection at the Planning Division, weekdays during the hours of 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM. You can also find out more about the project by contacting the project planner listed above.

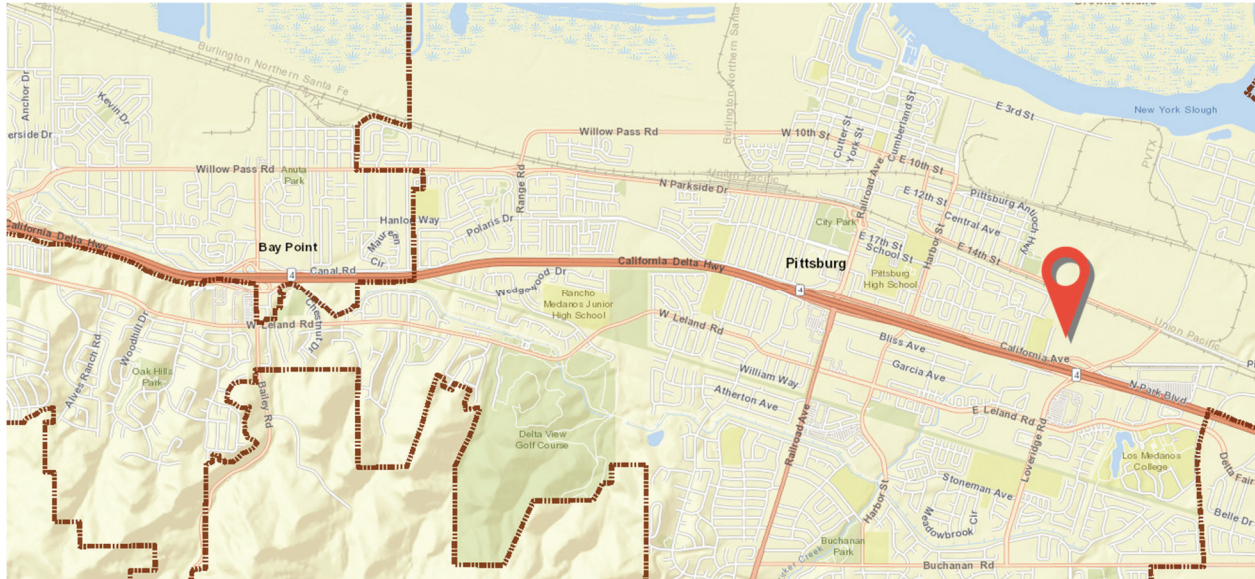
What can I do if I have comments on the project?

Comments or objections to the project can be made by writing or through oral testimony during the public hearing. Written comments citing the project name may be emailed to the project planner listed above, or may be mailed or delivered to: Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 94565. You may also register your comments or objections by attending the public hearing on the date and time listed above.

Pursuant to Section 65009 of the California Government Code, if you challenge this matter in court, you may be limited to those issues you or someone else raised at the public hearing described in this notice, or in written correspondence on the matter delivered to this agency at, or prior to the public hearing. Any written correspondence delivered to the Planning Division before the hearing body's action on the matter will become a part of the administrative record.


ALICE E. EVENSON
CITY CLERK

Project Title: Edgewater Apartments, AP-17-1228 (DA, DR, FE, SR)
Location: East side of Carion Court, across from Martin Luther King Jr. Junior High School
 APN: 073-190-033





**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 3/9/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Providing Staff with Direction Related to the Delta View Golf Course

MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

The City of Pittsburg (the "City") and Delta View Golf Club LLC (the "Former Operator") entered into a lease agreement (the "Lease Agreement") on January 18, 2011. The Former Operator ceased to operate Delta View Golf Course (the "Property") effective March 1, 2018. Staff is seeking direction from the City Council on what option to explore that would benefit Pittsburg residents.

FISCAL IMPACT

Since the Former Operator's departure, a gate and fencing have been installed at a cost of \$5,426. In addition, recent break-ins have resulted in the City boarding up the structures at the Property. While the total amount for this effort has not yet been finalized, the estimated cost for labor and materials is approximately \$13,000.

The estimated ongoing cost to provide basic maintenance of only the greens is approximately \$10,500 per month on average. The estimated ongoing cost to provide basic maintenance of the entire golf course is approximately \$25,250 per month on average.

Staff estimates that the cost for staff time and legal expenses to conduct a request for proposal ("RFP") for a new golf course operator is approximately \$20,000. An RFP process is expected to require a minimum of three (3) months before an operator could take over maintenance.

Currently, staff would be providing basic maintenance. Assuming this level of maintenance is continued, the anticipated investment into the golf course by the time the RFP process is complete is at least \$31,000.

RECOMMENDATION

City Council consider the options available to them and provide direction to staff.

BACKGROUND

On January 18, 2011, by City Council Resolution 11-11588, the City approved the Lease Agreement with the Former Operator to administer and maintain the golf course operations.

Pursuant to that Lease Agreement, the Former Operator leased the Property from the City for \$1 per year and retained the revenues collected from the golf course operations. In return, the Former Operator was responsible for operations and maintenance and all associated costs for the 18-hole course, driving range, practice greens, golf shop, maintenance building and yard, clubhouse, parking lot, and other amenities associated with the Property. The Former Operator was also required to have sufficient level of insurance and to indemnify the City.

Due to recent claims, the City has determined that there are required facility improvements and much needed equipment, listed in Exhibit A of this staff report, that must be completed and purchased before the Property is once again operational. The costs for the ADA improvements and parking lot rehabilitation are the minimum amounts. (A full renovation of the banquet facility and sports bar/grill would significantly increase the estimated costs in Exhibit A.)

SUBCOMMITTEE FINDINGS

Not Applicable

STAFF ANALYSIS

There are several potential uses of the Stoneman property that have been suggested through telephone calls, Facebook, and emails. Some of these suggestions are to find a new golf course operator to operate and maintain the Property, operate a 9-hole golf course, develop a water park, and create open space.

Other options for exploration have come from a most recent survey and Neighbor Improvement Team meetings. These options include projects that would encourage retail, employment opportunities, economic growth, and diverse recreational opportunities.

The construction of homes is not being considered on the golf course footprint. The various suggestions listed above are what have been provided to staff.

To date, the City has heard from twelve (12) potential operators who have expressed interest in the Property. These potential operators may decide to participate in the RFP process. The City may require that an RFP response package include the following: 1) cover letter; 2) principal and staff resumes; 3) experience; 4) financials and credit history; 5) references from landlords, financial institutions, vendors; and 6) a business plan.

An RFP process is expected to require a minimum of three (3) months; to draft the RFP; provide the interested parties time to prepare their responses; review the responses; assess the selected candidate's experience, check references, and evaluate the financials; and negotiate a contract for City Council consideration. If the selected candidate fails the assessment, the process would repeat with the second candidate and so on.

If an operator is successfully selected, before that operator may open their doors for business, the required improvements must be completed and brought up to current building standards. The size of the operation, for example, having a functioning banquet facility, will determine the level of financial commitment that will be required from the operator. This financial commitment is in addition to the financial obligation required to operate and maintain a golf course. Finally, the operator will be required to have sufficient level of insurance and to indemnify the City.

ATTACHMENTS: Resolution
Exhibit A

Report Prepared By: Maria M. Aliotti, Director of Community Services

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution Providing)
Staff with Direction Related to the Delta View Golf) RESOLUTION NO. 18-
Course)

The City Council of the City of Pittsburgh DOES RESOLVE as follows:

WHEREAS, on January 18, 2011, by City Council Resolution 11-11588, the City of Pittsburgh (the "City") approved the lease agreement (the "Lease Agreement") with Delta View Golf Club LLC (the "Former Operator") to administer and maintain the golf course operations at Delta View Golf Course (the "Property"); and

WHEREAS, pursuant to the Lease Agreement, the Former Operator leased the Golf Course from the City for \$1 per year and retained the revenues collected. In return, the Former Operator was responsible for the operations and maintenance and all associated costs for the 18-hole course, driving range, practice greens, golf shop, maintenance building and yard, clubhouse, parking lot, and other amenities associated with the Golf Course; and

WHEREAS, the Former Operator was also required to have sufficient level of insurance and to indemnify the City; and

WHEREAS, the Former Operator ceased to operate the Property effective March 1, 2018; and

WHEREAS, since the Former Operator's departure, a gate and fencing have been installed at a cost of \$5,426. In addition, recent break-ins have resulted in the City boarding up the structures at the Property. While the total amount for this effort has not yet been finalized, the estimated cost for labor and materials is approximately \$13,000; and

WHEREAS, the estimated ongoing cost to provide basic maintenance of only the greens is approximately \$10,500 per month on average. The estimated ongoing cost to provide basic maintenance of the entire course is approximately \$25,250 per month on average; and

WHEREAS, the estimated cost for staff time and legal expenses to conduct a request for proposal ("RFP") for a new golf course operator is approximately \$20,000. An RFP process is expected to require a minimum of three (3) months: to draft the RFP; provide the interested parties time to prepare their responses; review the responses; assess the selected candidate's experience, check references, and evaluate the financials; and negotiate a contract for City Council consideration; and

WHEREAS, several potential uses of the Stoneman property have been suggested through telephone calls, Facebook, and emails such as finding a new golf course operator to operate and maintain the Property, operating a 9-hole golf course, developing a water park, and creating open space; and

WHEREAS, other options for exploration have come from a most recent survey and

Neighbor Improvement Team meetings. These options include projects that would encourage retail, employment opportunities, economic growth, and diverse recreational opportunities; and

WHEREAS, the construction of homes is not being considered on the golf course footprint; and

WHEREAS, staff is seeking direction from the City Council on what option to explore that would benefit Pittsburg residents.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1.

All the recitals above are true and correct and incorporated herein.

Section 2.

The City Council hereby adopts this Resolution providing staff with direction related to the Delta View Golf Course.

Section 3.

The City Manager is hereby authorized to execute any and all documents and take such further actions as may be necessary or appropriate to carry out the City Council's direction pursuant to this Resolution.

Section 4.

The City Clerk shall certify to the adoption of this Resolution.

Section 5.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of March 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwayne "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Exhibit A

<u>Golf Course</u>	Cost
cart path, tee box safety improvements, equipment, parking lot	\$100,000 - 250,000
<u>Banquet Facility</u>	
ADA improvements, kitchen equipment, HVAC	\$425,000 - \$500,000
<u>Sports Bar/Grill</u>	
ADA improvements, kitchen equipment, HVAC	\$275,000 - \$350,000
Total	\$800,000 - \$1,100,000

**CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES**

DATE: March 5, 2018

LOCATION: Council Chamber, City Hall, 65 Civic Avenue, Pittsburg, CA 94565

CITY COUNCIL/AGENCY MEMBERS

Dwaine "Pete" Longmire, Mayor/Chair
Sal Evola, Vice-Mayor/Chair
Juan Antonio Banales, Council/Agency Member
Jelani Killings, Council/Agency Member
Marilyn Craft, Council/Agency Member
Michelle Bond, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

Joe Sbranti, City Manager/Executive Director
Ruthann Ziegler, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

Mayor Longmire called the meeting of the City Council to order at 7:18 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 6:02 P.M. for Closed Session for the following items:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Section 54956.8):

Property: Center Drive (APNs 086-100-040 and 086-100-041); Negotiators: Joe Sbranti, Garrett Evans, Maria Aliotti; Negotiating Parties: Garaventa Enterprises; Under negotiation: Both price and terms of payment

Property: 101 School Street (APN 086-175-012), 1605 Railroad Avenue (086-175-014), and 1611 Railroad Avenue (086-175-013); Negotiators: Joe Sbranti; Negotiating Parties: Sam Lucido; Under negotiation: both price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION FOR THE CITY OF PITTSBURG (Paragraph (1) of subdivision (d) of Section 54956.9):

Wade Derby v. City of Pittsburg, et al; United States District Court, Northern District of California, Case No. 3:16-cv-05469-SI

Michael Sibbitt, Jr. v. City of Pittsburg et al.; United States District Court Northern District of California Case No. 3:16-cv-04377-SK

Elisabeth Anne Terwilliger v. City of Pittsburg et al.; United States District Court Northern District of California Case No. 3:16-cv-04373-MEJ

Genon Energy, Inc. Chapter 11, US Bankruptcy Court for the Southern District of Texas, Houston Division, Case No. 17-33695(DRJ)

3. CONFERENCE WITH LEGAL COUNSEL – ANITICIPATED LITIGATION FOR THE CITY OF PITTSBURG; Significant exposure to litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

Two (2) cases

4. PUBLIC EMPLOYEE EMPLOYMENT (Section 54957):

City Attorney

There was no reportable action taken in Closed Session.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Chief Addington led the Pledge of Allegiance.

PRESENTATIONS

Contra Costa Senior Policy Platform 2020

Debbie Toth of the Contra Costa Senior Policy Platform 2020 gave a brief presentation on the project and hoped the City would appoint a Council Member to serve on the committee.

Status of eBART Project

BART Board of Director, Joel Keller, presented the status of the eBART Project.

CITIZENS REMARKS

Alice Lustre, Executive Director of Pittsburg Community Theater invited everyone to The Taming of the Shrew and thanked the Council for their support.

Greg Logaburn, Pittsburg, thanked the Police Department for support in their neighborhood with an ongoing problem.

Mundi Orozco, Pittsburg, spoke in support of keeping the Delta View Golf Course open.

Wolfgang Croskey, Pittsburg, spoke in support of keeping the Delta View Golf Course open.

Zola Rodgers, Pittsburg, commented that there was an insurgence of crime in the Toscana area at San Marco and asked for the Police to help.

Mark Linde, Pittsburg, spoke in support of keeping the Delta View Golf Course open.

Chris Moreno and Eric Smith, Pittsburg, asked for support to partner in a Splashfest at Buchanan Park.

Durie Foster, Pittsburg, asked the Council to address homelessness and litter in the community.

Charles Smith, Pittsburg, spoke in support of keeping the Delta View Golf Course open.

CITY MANAGER'S REMARKS

Assistant City Manager Evans reported on upcoming City events.

City Manager Sbranti gave a brief overview of the status of the Delta View Golf Course and its closure.

CITY COUNCIL MEETING

PUBLIC HEARING

5. Introduction and Waive First Reading of an Ordinance Amending Pittsburg Municipal Code Section 7.04.010 Relating to the Adoption of Contra Costa County Animal Control Regulations

Mayor Longmire opened the Public Hearing. There being no one to speak to the item, Mayor Longmire closed the Public Hearing.

On motion by Member Banales, seconded by Member Craft to introduce and waive first reading of the ordinance and carried unanimously.

6. Introduction and Waive First Reading of an Ordinance Approving a Development Agreement for Edgewater Apartments, AP-17-1228 (DA)

Mayor Longmire opened the Public Hearing.

Louis Parsons, on behalf of the developer, noted they were in agreement with all terms and conditions of the agreement.

Bruce Ohlson, Pittsburg, requested bike lanes in that area along California Avenue.

Mark Linde, Pittsburg, thanked City Manager Sbranti for explaining CFD's. He questioned the percentage of affordable housing in that project, particularly for seniors.

There being no one to speak further to the item, Mayor Longmire closed the Public Hearing.

On motion by Vice Mayor Evola, seconded by Mayor Longmire to introduce and waive first reading of the ordinance and carried by the following vote:

AYES: Craft, Evola, Killings, Longmire

NOES: Banales

7. Introduction and Waive First Reading of an Ordinance Amending Title 5 of the Pittsburgh Municipal Code Related to the Cannabis Regulations

Mayor Longmire opened the Public Hearing.

Mark Linde, Pittsburgh, was confused seeing an Ordinance change rather than what he thought would be a project by a particular company.

Wolfgang Croskey, Pittsburgh, reminded the Council that wholesalers and retailers don't pay taxes for revenue coming into the City.

Gloria Mercado, Oakland, stated she is a cannabis distributor in Oakland refuted Mr. Croskey's comment in that they pay 40% into taxes, and hoped the Council would adopt the Ordinance.

Durie Foster, Pittsburgh, stated he does not support the Ordinance as it is not consistent with Federal law and urged the Council not to adopt the Ordinance.

There being no one to speak further to the item, Mayor Longmire closed the Public Hearing.

On motion by Mayor Longmire, seconded by Member Craft to introduce and waive first reading of the ordinance and by the following vote:

AYES: Banales, Craft, Evola, Killings, Longmire

NOES: Killings

8. Adoption of a City Council Resolution to Amend Water Rates

Mayor Longmire opened the Public Hearing.

Patrick Byrne, Pittsburgh, hoped the City could implement a balanced payment program to help residents.

Mark Linde, Pittsburgh, spoke against the rate increase as presented.

Durie Foster, Pittsburgh, spoke against the rate increase as presented.

Charles Smith, Pittsburgh, spoke against the rate as presented.

There being no one to speak further to the item, Mayor Longmire closed the Public Hearing.

On motion by Member Banales, seconded by Member Killings to adopt and carried unanimously.

CONSIDERATION

9. Adoption of a City Council Resolution Approving a Memorandum of Agreement with William Lyon Homes and Alves Ranch LLC for Commercial Property Development at Alves Ranch

On motion by Vice Mayor Evola, seconded by Member Banales to adopt and carried unanimously.

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

COMBINED CITY COUNCIL, PITTSBURG POWER COMPANY, AND SUCCESSOR AGENCY CONSENT CALENDAR

On motion by Member Craft, seconded by Member Killings, to adopt and carried unanimously.

10. Minutes of February 20, 2018

11. Adoption of a City Council Resolution Allocating Funds to Reimburse Seecon Financial & Construction Co., Inc. for Infrastructure Costs Incurred Related to Community Facilities District 2009 01, San Marco ("CFD 2009-01")

12. Adoption of a City Council Resolution of Support for Reducing Crime and Keeping California Safe Act of 2018

13. Adoption of a City Council Resolution Accepting the General Plan Annual Progress Report for Calendar Year 2017

14. Adoption of a City Resolution to Support California Proposition 68 Relative to the California Clean Water and Safe Parks Act

15. Adoption of a City Resolution to Authorize the City Manager to Execute Agreements with Independent Contractors For Recreation Programs and Classes

COUNCIL MEMBER REPORTS/REMARKS

Member Craft is working on the Youth Empowerment Project committee. She attended a Tri Delta Transit meeting with the Chamber of Commerce for shuttle service at the Seafood Festival.

Member Killings attended the CDBG Subcommittee meeting.

Member Banales asked that the meeting be closed in memory of Michael Bergren, Executive Director of the Pittsburg Activities League who recently passed away.

ADJOURNMENT

The City Council meeting was adjourned at 10:03 P.M. to March 19, 2018 ***in memory of Mike Bergren.***

Respectfully submitted,

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 3/6/2018

TO: Mayor/Chair and Council/Agency Members

FROM: Joe Sbranti, Executive Director

SUBJECT: A Pittsburg Power Company Resolution to Retroactively Approve the 2016 Annual Power Source Disclosure Report to the California Energy Commission

MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

State Law (Public Utilities Code Section 398.1(b)) requires all retail suppliers of electricity products to file an annual report to the California Energy Commission (CEC) to disclose resources or fuel types of power procured and sold to end use customers. The Pittsburg Power Company (PPC), doing business as Island Energy, is required by law to disclose the electricity sources for its energy procurement and sales to its end use customers. The CEC requests the PPC Board of Directors to retroactively approve the 2016 Annual Power Source Disclosure Report.

FISCAL IMPACT

There is no fiscal impact to the Island Energy Enterprise Fund or the City's General Fund.

RECOMMENDATION

Pittsburg Power Company Board of Directors approves the 2016 Annual Power Source Disclosure (PSD) Report, attests the information contained in the PSD Report is true and accurate and the energy that Pittsburg Power Company procured has been sold once and only once to end use customers.

BACKGROUND

Enacted in 1997 (Senate Bill 1305, Sher, Statutes of 1997), the law requires that electricity retail suppliers to disclose to consumers which types of resources are used to generate electricity being sold. The purpose of Senate Bill 1305 was to ensure that retail suppliers of electricity products disclose to consumers "accurate, reliable, and simple to understand information of the power being sold to end use customers".

The electricity retail suppliers are required to report this information in the form of a Power Source Disclosure Report developed by the California Energy Commission. The CEC also requires the PSD Report to be independently audited. A public agency is not required to comply with the audit requirements if the Board of Directors of the public agency approves the PSD report at a public meeting and attests the information contained in the PSD Report is accurate.

SUBCOMMITTEE FINDINGS

The Subcommittee Board of the Pittsburg Power Company was informed about the approval of PPC's 2016 PSD Report via email.

STAFF ANALYSIS

Staff developed the 2016 PSD Report using metered generation data from PPC's wholesale power supplier, the Western Area Power Administration. The generation data was used to represent scheduling, billing and settlement activities of PPC's wholesale power procurements during Calendar Year 2016. The sales and usage data were collected from PPC's metering system and billing software power for the same period. The use of metered generation, self-consumption and sales data in preparing the PSD Report was consistent with the CEC's regulations of regulatory compliance report filing.

The 2016 PSD report shows that for Calendar Year 2016, 56% of PPC's annual electricity sales to end users was purchased from specified sources and 44% was from unspecified sources. Within the 56% from specified sources, 21% was from large hydroelectric generation, 24% from wind power generation, 11% from biomass & biowaste and 1% from eligible hydroelectric generation. The energy purchased from wind and biomass generation sources are eligible renewable resources under California's Renewable Portfolio Standard (RPS) and was purchased specially to meet PPC's RPS compliance requirements. The percentage of Large Hydroelectric generation was calculated using a formula developed by the CEC to discount large hydroelectric generation as large-hydro is not a CEC eligible renewable energy source under the RPS rules.

The 44% purchase from Unspecific Sources was power purchased from the California energy market and its sources of generation cannot be specified.

The 2016 Power Source Disclosure Report was submitted on June 1, 2017 to meet the reporting deadline. The CEC regulations requests the PPC Board of Directors to retroactively approve submission attestation of veracity in lieu of having the 2016 PSD Report independently audited.

ATTACHMENTS: Resolution
2016 Annual Report to California Energy Commission for the Power Sources Disclosure Program

Report Prepared By: Vanessa Xie, Senior Financial Analyst

BEFORE THE PITTSBURG POWER COMPANY OF THE CITY OF PITTSBURG

In the Matter of:

Resolution to ApprovePittsburg Power Company)
2016 Annual Power Source Disclosure Report) RESOLUTION NO. 18-

The Board of Directors of the Pittsburg Power Company, a Joint Powers Authority,
DOES RESOLVE as follows:

WHEREAS, State Law (Public Utilities Code Section 398.1(b)) requires all retail suppliers of electricity products to file an annual report to the California Energy Commission (CEC) to disclose resource types of power procured and sold to end use customers; and

WHEREAS,Pittsburg Power Company, doing business as Island Energy, provides electric and natural gas retail services on Mare Island,is required to file by law to disclose the electricity sources for its energy procurement and sales to its end use customers; and

WHEREAS,the electricity retail suppliers are required to report this information in the form of a Power Source Disclosure (PSD) Report developed by the California Energy Commission. The CEC also requires the PSD Report to be independently audited; and

WHEREAS,a public agency is not required to comply with the audit requirements if the Board of Directors of the public agency approves the PSDReport at a public meeting and attests the information contained in the PSD Report is true and accurate; and

WHEREAS, Staff prepared the 2016 PSD Report using metered generation, use and sales data consistent with CEC's regulatory compliance filing requirements; and

WHEREAS,the 2016 PSD report shows that for Calendar Year 2016, 56% of PPC's annual electricity sales to end users was purchased from specified sources and 44% was from unspecified sources; and

WHEREAS,within the 56% from specified sources, 21% was from large hydroelectric generation, 24% was from wind power generation, 11% from biomass &biowaste and 1% from eligible hydroelectric generation; and

WHEREAS, the 44% purchase from Unspecific Sources was power purchased from the California energy market and its sources of generation cannot be specified, and

WHEREAS,the 2016 Power Source Disclosure Report was submitted on June 1, 2017 to meet the reporting deadline. The CEC regulation requests the PPC Board of Directors to approve submission attestation of veracity in lieu of having the report independently audited; and

WHEREAS, the percentage of Large Hydroelectric generation was calculated using a formula developed by the CEC to discount large hydroelectric generation as large-hydro is not a CEC eligible renewable energy source under the RPS rules.

NOW, THEREFORE, the Board of Directors finds and determines as follows:

Section 1.

The above recitals are true and correct and have served as the basis, in part, for the findings and actions of the Board set forth below.

Section 2.

The Executive Director of the Pittsburgh Power Company verified that the information contained in the 2016 Power Source Disclosure Report is true and accurate.

Section 3.

The Board approves the 2016 Power Source Disclosure Report and attests to the veracity of the said report.

Section 4.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Pittsburgh Power Company Board of Directors at a regular meeting on the 19th day of March 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Chair

ATTEST:

Joe Sbranti, Executive Secretary

**ANNUAL REPORT TO THE CALIFORNIA
ENERGY COMMISSION:
Power Source Disclosure Program
For the Year Ending December 31, 2016**

GENERAL INSTRUCTIONS

Company Name

Pittsburg Power Company dba Island Energy

Fill out the schedules that apply to your company's filing requirements.
Please print, sign the attestation, scan and e-mail or mail the attestation to
the address shown below.

California Energy Commission
1516 9th St. MS-45
Sacramento, CA 95814
e-mail: PSDProgram@energy.ca.gov

NOTE: Information submitted in this report is not
automatically held confidential. If your company wishes the
information you submit to be held in confidence, it will be
necessary to submit an application for confidentiality.

If you have questions, contact Camille Remy Obad at (916) 654-3940 or
camille.remy-obad@energy.ca.gov.

ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION:
Power Source Disclosure Program
For the Year Ending December 31, 2016
SCHEDULE 2: ANNUAL POWER CONTENT LABEL CALCULATION
Applicable to: Load Serving Entities

INSTRUCTIONS: Total specific purchases (by fuel type) and enter these numbers in the first column. Null power purchases should be included with Unspecified Power. REC only purchases should be included as part of the fuel type they represent. The remainder of this schedule will be automatically populated with net generic purchase and total retail sales information from Schedule 1. Any difference between total net purchases and total retail sales will be applied pro-rata to each non-renewable fuel type. The pro-rata calculations will then be divided by total retail sales to calculate fuel mix percentages.

	Net Purchases (MWh)	Percent of Total Retail Sales (MWh)
Specific Purchases		
Renewable	7,402	35%
Biomass & Biowaste	2,230	11%
Geothermal		
Eligible hydroelectric	268	1%
Solar		
Wind	4,904	24%
Coal		0%
Large hydroelectric	7,612	21%
Natural Gas		0%
Nuclear		0%
Other		0%
Total Specific Purchases	15,014	56%
Unspecified Power (MWh)	15,944	44%
Total	30,958	100%
Total Retail Sales (MWh)	20,858	

COMMENTS: During 2016, Island Energy procured 3,750 MWH PCC1 bundled electricity; 1,154 MWH PCC2 and 2,230 MWH PCC3 RECs. The bundled energy procurement is for RPS compliance requirements, not for serving end customers on Mare Island Vallejo, CA.

ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure Program

For the Year Ending December 31, 2016

SCHEDULE 1: RETAIL SALES

Applicable to: Load Serving Entities

INSTRUCTIONS: Enter information about power procurements supporting all electricity products for which your company is filing the Annual Report. If you need additional rows, add them from the INSERT menu. Please list all purchases (Specified and Unspecified purchases) as line items under the Facility Name heading. If a procurement was for unbundled RECs and include the term "REC Only" in parentheses after the facility name in the Facility Name column, and categorize the power as the fuel type of the generating facility from which the unbundled REC was derived. If procured power was from a transaction that expressly transferred energy only and not the RECs associated with that energy, identify the power as "Unspecified Power" in the Fuel Type column. If the power was purchased from a power pool or wholesaler that will be filing an Annual Report with the Energy Commission (schedules 3 and 4), identify the name of the pool / wholesaler under "Facility Name."

ALL PROCUREMENTS (Specified and Unspecified)

Facility Name	Unit No.	Fuel Type	Location (State or Province)	WREGIS GU ID	EIA ID	FERC QF ID	Gross MWh Procured	MWh Resold or Self-Consumed	Net MWh Procured
Central Valley Project	Various	Large Hydro	CA	Various			7,866	254	7612
Lewiston Powerplant-Lewiston		Small Hydro	CA	W1108			9		9
Nimbus Powerplant-Nimbus	2	Small Hydro	CA	W1161			242		242
Stampede Powerplant-Stampede	2	Small Hydro	CA	W1177			17		17
Whitewater Hill Wind Partner		Wind	GA	W835			3750		3750
Harvest Wind-Harvest Wind		Wind	CA	W1306			1154		1154
Whitewater Hill Wind Partner (Unspecified Sources of Power)		Wind	GA	W835				3750	-3750
Harvest Wind-Harvest Wind (Unspecified Sources of Power)		Wind	CA	W1306				1154	-1154
Unspecified		Unspecified	Various				16210	266	15944
Cleanwater Paper Corporation (RECs Only)	4	Biomass	ID	W129			2230		2230
Cleanwater Paper Corporation (RECs Only)		Biomass	ID	W129				2230	-2230
									0
									0

Total Net Purchases 23,824

Total Retail Sales 20,856

ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION:**Power Source Disclosure Program
For the Year Ending December 31, 2016****ATTESTATION FORM****Applicable to: All participants in the Power Source Disclosure Program**

I, (print name and title) Vanessa Xie, Senior Financial Analyst, declare under penalty of perjury, that the statements contained in Schedules 1 and 2 are true and correct and that I, as an authorized agent of (print name of company) Pittsburg Power Company dba Island Energy, have authority to submit this report on the company's behalf. I further declare that the megawatt-hours claimed as specific purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail consumers.

Signed: _____

Dated: 06/01/2017**CONTACT INFORMATION**

Name	Vanessa Xie
Title	Senior Financial Analyst
Company Name	Pittsburg Power Company
Address	65 Civic Avenue
City, State, Zip	Pittsburg, CA 94565
Phone	925-252-4097
Fax	
E-mail	<u>vxie@ci.pittsburg.ca.us</u>



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 2/26/2018

TO: Chair and Agency Members

FROM: Joe Sbranti, Executive Director

SUBJECT: Adoption of a Successor Agency Resolution Transferring Property Located at 1425 Railroad Avenue, APN 086 180-031 to the City of Pittsburg

MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

The former Redevelopment Agency of the City of Pittsburg (the "Agency"), now known as the Successor Agency, owns a certain real property located at 1425 Railroad Avenue, also known as Contra Costa County APN 086 180 031 (the "Property"). The Successor Agency proposes to transfer the Property to the City of Pittsburg (the "City") for the purpose of constructing public improvements.

FISCAL IMPACT

Since the Successor Agency will be transferring the Property to the City, there will be no funds distributed to the taxing agencies, including to the City.

RECOMMENDATION

Successor Agency adopt the Resolution transferring the Property to the City.

BACKGROUND

On June 29, 2011, the Governor signed into law AB 26 (together with AB 1484 and SB 107, the "Dissolution Act") which automatically suspended redevelopment activities and on December 29, 2011. The California State Supreme Court upheld the provisions of AB 26, thereby dissolving all redevelopment agencies on February 1, 2012.

Section 34191.5 requires a successor agency to prepare a long range property management plan ("LRPMP") that addresses the disposition and use of the real properties of the former redevelopment agency. The Successor Agency's LRPMP was approved by

the California State Department of Finance ("DOF") on December 12, 2014 and was later amended and approved by the DOF on December 31, 2015.

Under the Dissolution Act, the Oversight Board is charged with directing the Successor Agency to dispose of Successor Agency assets. However, the Oversight Board may instead direct the Successor Agency to transfer ownership of those assets that were or may be constructed and used for a governmental purpose.

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

The City is considering various types of public improvements that will address the traffic conditions that are becoming worse, the concerns related to pedestrian safety, and the anticipated demand of public parking as a result of the opening of a BART station on Railroad Avenue.

The Property is located immediately east of North Parkside Drive, off Railroad Avenue and is less than one-half mile from BART's Pittsburg Center Station. The City has determined that the Property is of benefit to the community and will work towards improving the congestion and addressing concerns regarding traffic, safety, and parking.

ATTACHMENTS: Resolution

Report Prepared By: Maria M. Aliotti, Director of Community Services

BEFORE THE SUCCESSOR AGENCY FOR THE REDEVELOPMENT AGENCY OF THE
CITY OF PITTSBURG

In the Matter of:

Adoption of a Successor Agency Resolution	)	
Transferring Property Located at 1425 Railroad	)	RESOLUTION NO. 18-
Avenue, APN 086-180-031 to the City of	)	
<u>Pittsburg</u>	)	

The Successor Agency for the Redevelopment Agency of the City of Pittsburg
DOES RESOLVE as follows:

WHEREAS, the former Redevelopment Agency of the City of Pittsburg (the "Agency"), now known as the Successor Agency, owns a certain real property located at 1425 Railroad Avenue, also known as Contra Costa County APNs 086-180-031 (the "Properties"); and

WHEREAS, on June 29, 2011, the governor signed into law AB 26 (together with AB1484 and SB 107, the "Dissolution Act") which automatically suspended redevelopment activities and on December 29, 2011, the California State Supreme Court upheld the provisions of AB 26, thereby dissolving all redevelopment agencies on February 1, 2012; and

WHEREAS, Section 34191.5 of the Dissolution Act requires a successor agency to prepare a long range property management plan (the "LRPMP") that addresses the disposition and use of the real properties of the former redevelopment agency; and

WHEREAS, the LRPMP was approved by the California State Department of Finance on December 12, 2014; and

WHEREAS, on December 17, 2015, the Oversight Board to the Successor Agency (the "Oversight Board") adopted Resolution 15-042OSB, amending the LRPMP; and

WHEREAS, Resolution 15-042OSB was approved by the DOF in letter dated December 31, 2015; and

WHEREAS, the City of Pittsburg (the "City") has determined that the Property is needed for the purpose of constructing public improvements that will address the traffic conditions that are related to pedestrian safety and the anticipated demand for public parking as a result of the opening of the Pittsburg BART Center Station on Railroad Avenue; and

WHEREAS, the Successor Agency proposes to transfer the Property to the City for public purposes; and

WHEREAS, under the Dissolution Act, the Oversight Board is charged with directing the Successor Agency to dispose of Successor Agency assets. However, the Oversight Board may instead direct the Successor Agency to transfer ownership of those assets that were or may be constructed and used for a governmental purpose.

NOW, THEREFORE, the Successor Agency for the Redevelopment Agency of the City of Pittsburg finds and determines as follows:

Section 1.

All the recitals above are true and correct and incorporated herein.

Section 2.

Successor Agency hereby adopts this Resolution and approves the transfer of the Property to the City for governmental use purposes.

Section 3.

The Executive Director is hereby authorized to execute any and all documents and take such further actions as may be necessary or appropriate to carry out the Successor Agency's direction pursuant to this Resolution.

Section 4.

The Agency Secretary shall certify to the adoption of this Resolution.

Section 5.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Successor Agency for the Redevelopment Agency of the City of Pittsburg at a regular meeting on the 19th day of March, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Chair

ATTEST:

Alice E. Evenson, Agency Secretary



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 2/23/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of an Ordinance Amending Pittsburg Municipal Code Section 7.04.010 Relating to the Adoption of Contra Costa County Animal Control Regulations

MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

The Contra Costa County Animal Services Department provides animal control services within the City of Pittsburg. Pittsburg Municipal Code Section 7.04.010 incorporates the Contra Costa County Animal Control Ordinance by reference to enable enforcement of animal control within the City. Contra Costa County has amended its Animal Control Ordinance to include two new sections: Spaying and Neutering Dogs Impounded Dogs Prior to Release and Microchipping Impounded Dogs and Cats Before Release. This ordinance was introduced at the regular Council Meeting on March 5, 2018.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

City Council adopt the attached Ordinance amending Pittsburg Municipal Code Section 7.04.010 and incorporating the Contra Costa County Animal Control Ordinance by reference.

BACKGROUND

The City of Pittsburg has adopted the Contra Costa County Animal Control Ordinance by reference. This is an update to that Ordinance.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

Government Code Section 50022.9 authorizes the City to adopt county ordinances by reference. Section 7.04.010 of the Pittsburg Municipal Code adopts the Contra Costa County Animal Control Ordinance by reference. This Ordinance incorporates the County's updated regulations into the Pittsburg Municipal Code.

The Contra Costa County Animal Control Ordinance is on file with the City Clerk and available for public inspection and is available at <http://www.co.contra-costa.ca.us/1432/Animal-Ordinance> .

ATTACHMENTS: Ordinance

Report Prepared By: Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Amending Municipal Code)
Section 7.04.010 Relating to the)
Adoption of Contra Costa County)
Animal Control Regulations)

ORDINANCE NO. 18-

The City Council of the City of Pittsburg DOES ORDAIN as follows:

SECTION 1. Findings.

- A. Pittsburg Municipal Code Section 7.04.010 incorporates the Contra Costa County Animal Control Ordinance by reference to enable enforcement of animal control by the Contra Costa County Animal Services Department.
- B. Contra Costa County Ordinances 2011-08 and 2011-09 adopted new sections to be added to the Ordinance.
- C. The purpose of this ordinance is to amend Municipal Code Section 7.04.010 to incorporate the revised Contra Costa County Animal Control Ordinance into the City's Municipal Code.

SECTION 2. Amendment to Municipal Code Section 7.04.010.

Section 7.04.010 of Chapter 7.04 "County Control Ordinance" of Title 7 "Animals" of the Pittsburg Municipal Code is amended to read as follows:

7.04.010 Adoption by Reference

The Board of Supervisors of the County of Contra Costa, an agency of the State of California within the meaning of Government Code Section 50022.1, has adopted County Ordinances No. 80-97, 83-10, 85-23, 87-74, 2005-24, 2006-05, 2011-08 and 2011-09 regarding animal control. These ordinances are codified as Chapters 416-2 to 416-12.4 of Division 416 of the County Ordinance Code, which is a code within the meaning of Government Code Section 50022.2. Certified copies of Division 416 are and have been on file with the City Clerk where they are open to public inspection as required by Government Code Section 50022.3. This Animal Control Code, Division 416, is referred to and adopted by this reference as a part of the Pittsburg Municipal Code under Government Code Section 50022.2.

SECTION 3. Effective Date.

This ordinance shall take effect thirty (30) days after its adoption.

SECTION 4. Publication.

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on March 5, 2018, and was adopted and ordered published at a meeting of the City Council held on _____, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 3/2/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution to Create a Master Pay Schedule as Required by California Public Employees' Retirement System

MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

To comply with CalPERS' interpretation of the requirements of Code of Regulations section 570.5 by affirming the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule. The single master salary schedule will be submitted to Council for approval each time any single MOU or compensation plan is brought to the City Council for approval.

FISCAL IMPACT

The affirmation of previously approved separate pay schedules as a single master pay schedule has no fiscal impact to the City for preparation or distribution, as the actions already occur.

RECOMMENDATION

The City Council adopt a resolution creating and affirming the City of Pittsburg's master pay schedule for all employee classifications, so the City is in compliance with the requirements of the California Code of Regulations section 570.5 and the California Public Employees' Retirement System (CalPERS) relating to publically available pay schedules for purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1.

BACKGROUND

CalPERS, pursuant to their interpretation of California Code of Regulations section 570.5, recommends all CalPERS employers to maintain their compensation levels in one publicly available document, approved and adopted by the governing body, which must meet all of the following requirements:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- Identifies the position title for every employee position;
- Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- Indicates an effective date and date of any revisions;
- Is retained by the employer and available for public inspection for not less than five years; and
- Does not reference another document in lieu of disclosing the pay rate.

Currently, the City attaches salary schedule information by represented bargaining group to the memorandum of understanding (MOU) governing each bargaining group, and for unrepresented employees includes such salary information in compensation plans approved by City Council. Following City Council approval of these various salary schedules, the approved schedules are incorporated into one master salary schedule. However, this master salary schedule has customarily not been approved by Council as a single document, even though it contains the collective salary information derived from individual MOUs which have been approved by Council. As such, the recommendation to list compensation levels for all positions on one document duly approved and adopted by the Council has not been satisfied consistent with CalPERS' interpretation of California Government Code of Regulations section 570.5.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The adoption of the resolution will comply with CalPERS' interpretation of the requirements of Code of Regulations section 570.5 by affirming the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule.

ATTACHMENTS: Resolution, Salary Schedule

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Affirming Previously Adopted Employee Pay)
And Listing all Employee Compensation Levels)
On a Publicly Available Master Pay Schedule)

Resolution No. 18-

WHEREAS, the California Public Employees' Retirement System (CalPERS), has requested all CalPERS employers list their compensation levels on one document, approved and adopted by the governing body, in accordance with California Code of Regulations section 570.5, and meeting all of the following requirements thereof:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- Identifies the position title for every employee position;
- Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- Indicates an effective date and date of any revisions;
- Is retained by the employer and available for public inspection for not less than five years; and
- Does not reference another document in lieu of disclosing the pay rate; and

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the City now desires to affirm previously approved compensation levels for all bargaining groups and all compensation plans of the City of Pittsburg in one publicly available master pay schedule;

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated.

Section 2. The City Council adopt this Resolution affirming previously approved compensation levels for all bargaining groups and all compensation plans of the City of Pittsburg in one publicly available master pay schedule.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg on the 19th day of March 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwaine "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	UNIT
Account Clerk (Part 1 of 2)	109	07/02/17	3,542	3,719	3,905	4,100	4,305			AFSCME
*Maximum with incentives									4,355	
Account Clerk (Part 2 of 2)	170	07/02/17	4,100	4,305	4,520	4,746	4,983			AFSCME
*Maximum with incentives									5,033	
Accountant I	350	07/02/17	5,370	5,639	5,921	6,217	6,528			MPC
*Maximum with incentives									6,578	
Accountant II	500	07/02/17	6,011	6,312	6,628	6,959	7,307			MPC
*Maximum with incentives									7,357	
Accounting Technician	220	07/02/17	4,744	4,981	5,230	5,492	5,767			AFSCME/MPC
*Maximum with incentives									5,817	
Administrative Analyst I	390	07/02/17	5,549	5,826	6,117	6,423	6,744			MPC
*Maximum with incentives									6,794	
Administrative Analyst II	700	07/02/17	6,425	6,746	7,083	7,437	7,809			MPC
*Maximum with incentives									7,859	
Administrative Assistant (Part 1 of 2)	100	07/02/17	3,534	3,711	3,897	4,092	4,297			AFSCME
*Maximum with incentives									4,347	
Administrative Assistant (Part 2 of 2)	160	07/02/17	4,092	4,297	4,512	4,738	4,975			AFSCME/MPC
*Maximum with incentives									5,025	
Administrative Assistant to Director	290	07/02/17	5,070	5,324	5,590	5,870	6,164			MPC
*Maximum with incentives									6,214	
Administrative Officer	860	07/02/17	8,702	9,137	9,594	10,074	10,578			MPC
*Maximum with incentives									10,628	
Assistant City Engineer	920	07/02/17	10,484	11,448	12,020	12,621	13,252			MPC
*Maximum with incentives									13,302	
Assistant City Manager	950	07/02/17	14,033				17,908			Sr. Exec Team
Assistant Director of Economic Development and Recreation	887	07/02/17	10,184				12,378			Mgmt Group
Assistant Director of Finance	887	07/02/17	10,184				12,378			Mgmt Group
Assistant Director of Public Works	895	07/02/17	10,662	11,195	11,755	12,343	12,960			MPC
*Maximum with incentives									13,010	
Assistant Planner	450	07/02/17	5,916	6,212	6,523	6,849	7,191			MPC
*Maximum with incentives									7,601	
Assistant to the City Manager	835	07/02/17	9,782				11,890			Mgmt Group
Associate Planner	740	07/02/17	6,849	7,191	7,551	7,929	8,325			MPC
*Maximum with incentives									8,791	
Business Development Manager	860	07/02/17	8,702	9,137	9,594	10,074	10,578			MPC
*Maximum with incentives									10,628	
Business License Coordinator	315	07/02/17	5,238	5,500	5,775	6,064	6,367			AFSCME
*Maximum with incentives									6,417	
Chief Building Official	895	07/02/17	10,662	11,195	11,755	12,343	12,960			MPC
Chief of Police	955	07/02/17	14,299				18,076			Sr. Exec Team
*Maximum with incentives									21,962	
City Clerk							470			Elected Official
City Council							500			Elected Official
City Council -- member of a different governing board										
if serving on Tri Delta Transit		\$100 per meeting		visit www.TriDeltaTransit.com						
if serving on Delta Diablo Sanitation District		\$209 per meeting			visit ddsd.org					

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	UNIT
City Engineer	935	7/2/2017	12,480				15,168			Mgmt Group
City Manager	960	7/2/2017					21,480			Contract
City Treasurer							470			Elected Official
Civil Engineer I	510	07/02/17	6,185	6,494	6,819	7,160	7,518			MPC
*Maximum with incentives									7,944	
Civil Engineer II	780	07/02/17	7,161	7,519	7,895	8,290	8,705			MPC
*Maximum with incentives									9,190	
Combination Building Inspector	520	07/02/17	6,211	6,522	6,848	7,190	7,549			AFSCME
*Maximum with incentives									7,599	
Community Relations Manager	700	07/02/17	6,425	6,746	7,083	7,437	7,809			MPC
*Maximum with incentives									7,859	
Community Outreach Coordinator	315	09/18/17	5,238	5,500	5,775	6,064	6,367			AFSCME
*Maximum with incentives									6,417	
Community Services Specialist	258	07/02/17	4,937	5,184	5,443	5,715	6,001			AFSCME
*Maximum with incentives									6,051	
Compliance Principal	830	07/02/17	7,868	8,261	8,674	9,108	9,563			MPC
*Maximum with incentives									10,091	
Contract Analyst	390	07/02/17	5,549	5,826	6,117	6,423	6,744			MPC
*Maximum with incentives									6,794	
Crime Analyst	700	07/02/17	6,425	6,746	7,083	7,437	7,809			MPC
*Maximum with incentives									7,859	
Customer Service Representative	95	07/02/17	3,211	3,372	3,541	3,718	3,904			AFSCME
*Maximum with incentives									3,954	
Deputy City Clerk	330	07/02/17	5,324	5,590	5,870	6,164	6,472			MPC
*Maximum with incentives									6,522	
Development Manager	890	07/02/17	9,783	10,272	10,786	11,325	11,891			MPC
*Maximum with incentives									11,941	
Director of Community Development	940	07/02/17	12,000				15,168			Sr. Exec Team
Director of Community Services	940	07/02/17	12,000				15,168			Sr. Exec Team
Director of Finance	940	07/02/17	12,000				15,168			Sr. Exec Team
Director of Human Resources	940	07/02/17	12,000				15,168			Sr. Exec Team
Director of Public Works	945	07/02/17	12,968				15,764			Sr. Exec Team
Director of Records and Council Services	835	07/02/17	9,782				11,890			Sr. Exec Team
Director of Recreation and Maintenance Services	920	07/02/17	10,903				13,252			Mgmt Group
Director of Water Utilities	935	07/02/17	12,480				15,168			Mgmt Group
Electrician	420	07/02/17	5,725	6,011	6,312	6,628	6,959			Teamsters
*Maximum with incentives									7,516	
Electrician Apprentice	200	07/02/17	4,572	4,801	5,041	5,293	5,558			Teamsters
*Maximum with incentives									5,836	
Engineering Analyst	820	07/02/17	7,437	7,809	8,199	8,609	9,039			MPC
*Maximum with incentives									9,089	
Engineering Technician I	310	07/02/17	5,185	5,444	5,716	6,002	6,302			AFSCME
*Maximum with incentives									6,352	
Engineering Technician II	460	07/02/17	6,004	6,304	6,619	6,950	7,297			AFSCME
*Maximum with incentives									7,347	
Environmental Affairs Manager	890	07/02/17	9,783	10,272	10,786	11,325	11,891			MPC

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	UNIT
*Maximum with incentives									11,941	
Environmental Health Specialist	470	07/02/17	5,946	6,243	6,555	6,883	7,227			AFSCME
*Maximum with incentives									7,277	
Equipment Mechanic	270	07/02/17	5,057	5,310	5,576	5,855	6,148			Teamsters
*Maximum with incentives									6,640	
Equipment Shop Supervisor	530	07/02/17	6,287	6,601	6,931	7,278	7,642			MPC
*Maximum with incentives									8,042	
Executive Assistant	400	07/02/17	5,728				6,962			Mgmt Group
Executive Secretary to the Chief of Police	330	07/02/17	5,324	5,590	5,870	6,164	6,472			MPC
*Maximum with incentives									6,522	
Finance Division Manager	855	07/02/17	8,557	8,985	9,434	9,906	10,401			MPC
*Maximum with incentives									10,451	
Financial Analyst	580	07/02/17	6,746	7,083	7,437	7,809	8,199			MPC
*Maximum with incentives									8,249	
GIS Coordinator	760	07/02/17	6,979	7,328	7,694	8,079	8,483			MPC
*Maximum with incentives									8,533	
Harbormaster	830	07/02/17	7,868	8,261	8,674	9,108	9,563			MPC
*Maximum with incentives									9,613	
Housing Inspector	315	07/02/17	5,238	5,500	5,775	6,064	6,367			AFSCME
*Maximum with incentives									6,417	
Housing Manager	855	07/02/17	8,557	8,985	9,434	9,906	10,401			MPC
*Maximum with incentives									10,451	
Housing Specialist	210	07/02/17	4,665	4,898	5,143	5,400	5,670			AFSCME
*Maximum with incentives									5,720	
Human Resources Analyst	700	07/02/17	6,425	6,746	7,083	7,437	7,809			MPC
*Maximum with incentives									7,859	
Human Resources Manager	890	07/02/17	9,782				11,890			Mgmt Group
Human Resources Specialist	330	07/02/17	5,324	5,590	5,870	6,164	6,472			MPC
*Maximum with incentives									6,522	
Lead Community Services Specialist	415	02/20/18	5,715	6,001	6,301	6,616	6,947			AFSCME
*Maximum with incentives									6,997	
Lead Marina Services Worker	320	07/02/17	5,293	5,558	5,836	6,128	6,434			Teamsters
*Maximum with incentives									6,756	
Lead Police Records Clerk	255	07/02/17	4,976	5,225	5,486	5,760	6,048			AFSCME
*Maximum with incentives									6,098	
Maintenance Assistant	95	07/02/17	3,211	3,372	3,541	3,718	3,904			Teamsters
*Maximum with incentives									4,099	
Maintenance Lead Worker - Env. Services/Fac. Util.	320	07/02/17	5,293	5,558	5,836	6,128	6,434			Teamsters
*Maximum with incentives									7,249	
Maintenance Worker I - Env. Services/Fac. Util.	140	07/02/17	3,950	4,148	4,355	4,573	4,802			Teamsters
*Maximum with incentives									5,342	
Maintenance Worker II - Env. Services/Fac. Util.	200	07/02/17	4,572	4,801	5,041	5,293	5,558			Teamsters
*Maximum with incentives									6,303	
Marina Maintenance Worker	140	07/02/17	3,950	4,148	4,355	4,573	4,802			Teamsters
*Maximum with incentives									5,042	
Office Assistant	95	07/02/17	3,211	3,372	3,541	3,718	3,904			AFSCME

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	UNIT
*Maximum with incentives									3,954	
Payroll Specialist	330	07/02/17	5,324	5,590	5,870	6,164	6,472			MPC
*Maximum with incentives									6,522	
Permit Technician	260	07/02/17	5,003	5,253	5,516	5,792	6,082			AFSCME
*Maximum with incentives									6,132	
Pest Control Specialist	470	07/02/17	5,946	6,243	6,555	6,883	7,227			Teamsters
*Maximum with incentives									7,588	
Planning Manager	890	07/02/17	9,783	10,272	10,786	11,325	11,891			MPC
*Maximum with incentives									11,941	
Planning Technician	260	07/02/17	5,003	5,253	5,516	5,792	6,082			AFSCME
Police Captain	650	07/02/17	12,117	12,723	13,359	14,027	14,728	15,464		PMG
*Maximum with incentives and holiday pay									19,562	
Police Evidence Technician	260	02/20/18	5,003	5,253	5,516	5,792	6,082			AFSCME
*Maximum with incentives									6,132	
Police Lieutenant	640	07/02/17	10,563	11,091	11,646	12,228	12,839	13,481		PMG
*Maximum with incentives and holiday pay									17,053	
Police Officer	600	07/02/17	5,762	6,050	6,352	6,670	7,003	7,354	7,721	POA
Police Officer (Continuation of Steps)	600	07/02/17						8107 (H)	8513 (I)	POA
*Maximum with incentives, holiday pay and grave shift differential									12,472	
Police Records Clerk (Part 1 of 2)	110	07/02/17	3,712	3,898	4,093	4,298	4,513			AFSCME
Police Records Clerk (Part 2 of 2)	180	07/02/17	4,297	4,512	4,738	4,975	5,224			AFSCME
Police Records Manager	540	07/02/17	6,276	6,590	6,920	7,266	7,629			MPC
Police Sergeant	625	07/02/17	8,185	8,594	9,023	9,475	9,948	10,446		POA
*Maximum with incentives, holiday pay and grave shift differential									15,303	
Police Services Administrator	830	02/20/18	7,868	8,261	8,674	9,108	9,563			MPC
*Maximum with incentives									9,613	
Power Company Manager	920	07/02/17	10,903				13,252			Mgmt Group
Property and Evidence Coordinator	410	07/02/17	5,713	5,999	6,299	6,614	6,945			AFSCME
Public Works Manager	890	07/02/17	9,783	10,272	10,786	11,325	11,891			MPC
Public Works Superintendent	880	07/02/17	8,790	9,230	9,691	10,176	10,685			MPC
Public Works Supervisor	530	07/02/17	6,287	6,601	6,931	7,278	7,642			MPC
Purchasing Analyst	720	07/02/17	6,702	7,037	7,389	7,758	8,146			MPC
Records Specialist	330	07/02/17	5,324	5,590	5,870	6,164	6,472			AFSCME
Recreation Coordinator	230	07/02/17	4,814	5,055	5,308	5,573	5,852			AFSCME
Recreation Supervisor	550	07/02/17	6,289	6,603	6,933	7,280	7,644			MPC
Redevelopment Project Manager	820	07/02/17	7,437	7,809	8,199	8,609	9,039			MPC
Senior Administrative Analyst	820	07/02/17	7,437	7,809	8,199	8,609	9,039			MPC
Senior Civil Engineer	860	07/02/17	8,702	9,137	9,594	10,074	10,578			MPC
Senior Combination Building Inspector	760	07/02/17	6,979	7,328	7,694	8,079	8,483			MPC
Senior Financial Analyst	790	07/02/17	7,810	8,200	8,610	9,040	9,492			MPC
Senior Human Resources Analyst	820	07/02/17	7,437	7,809	8,199	8,609	9,039			MPC
Senior Planner	840	07/02/17	7,930	8,326	8,742	9,179	9,638			MPC
Senior Redevelopment Project Manager	860	07/02/17	8,702	9,137	9,594	10,074	10,578			MPC
Sweeper Operator	140	07/02/17	3,950	4,148	4,355	4,573	4,802			Teamsters
Utility Billing Supervisor	540	07/02/17	6,276	6,590	6,920	7,266	7,629			MPC
Utility Lineworker	200	07/02/17	4,572	4,801	5,041	5,293	5,558			Teamsters

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	UNIT
Utility Supervisor	810	07/02/17	8,338	8,755	9,193	9,653	10,136			MPC
Utility Technician I	705	07/02/17	6,470	6,794	7,134	7,491	7,866			Teamsters
Utility Technician II	805	07/02/17	7,344	7,711	8,097	8,502	8,927			Teamsters
Water Instrument/Maintenance Technician I	480	07/02/17	6,705	7,040	7,392	7,762	8,150			Teamsters
Water Instrument/Maintenance Technician II	750	07/02/17	7,762	8,150	8,557	8,985	9,434			Teamsters
Water Maintenance Mechanic I	480	07/02/17	6,705	7,040	7,392	7,762	8,150			Teamsters
Water Maintenance Mechanic II	750	07/02/17	7,762	8,150	8,557	8,985	9,434			Teamsters
Water Plant Apprentice Operator	200	07/02/17	4,572	4,801	5,041	5,293	5,558			Teamsters
Water Plant Operator	560	07/02/17	6,734	7,071	7,425	7,796	8,186			Teamsters
Water Plant Superintendent	883	07/02/17	9,230	9,692	10,177	10,686	11,220			MPC
Water Plant Supervisor	810	07/02/17	8,338	8,755	9,193	9,653	10,136			MPC
Water Quality Analyst I	380	07/02/17	5,903	6,198	6,508	6,833	7,175			Teamsters
Water Quality Analyst II	710	07/02/17	7,107	7,462	7,835	8,227	8,638			Teamsters
SEASONAL CLASSIFICATIONS										
Expert Consultant	0910	03/16/15	30.00				100.00			n/a
High School Intern	0550	01/01/18					11.00			n/a
Intern (college-level)	0510	01/01/18	12.50		14.00		15.50		17.00	n/a
Maintenance Aide	0530	01/01/18	11.21	11.78	12.37	13.03	13.74	14.48	15.25	16.06 (H) 16.92 (I)
Maintenance Helper	0520	01/01/18					11.00			n/a
Police Officer Trainee	6009	07/02/17	26.59	20% less than Police Officer Step A						n/a
Recreation Leader I	0550	01/01/18					11.00			n/a
Recreation Leader II	0560	01/01/18	11.50		12.00		12.50			n/a
Recreation Leader III	0570	06/17/13	13.00	14.00	15.00	16.00	17.00	18.00	19.00	20.00 (H)



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 2/26/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution to Amend the Community Development Block Grant 2017-2018 Budget for the City of Pittsburg Engineering Department - ADA Sidewalk Replacement Project

MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

This is a request to amend the fiscal year 2017-2018 (FY 2017-2018) Community Development Block Grant (CDBG) budget for the City of Pittsburg Engineering Department –ADA Ramps and Sidewalk Replacement Project (Project).

FISCAL IMPACT

The Project was originally awarded \$178,671 for FY 2017-2018. Staff is recommending increasing both the revenue and expenditure budgets by \$21,000 for the total grant award of \$199,671 (Project number 4800). The increase in expenditure will be reimbursed by the Department of Housing and Urban Development (HUD) through CDBG.

RECOMMENDATION

City Council approve the Resolution amending the Project revenue and expenditure budget.

BACKGROUND

On April 17, 2017, by Resolution 17-13309, City Council approved the FY 2017-2018 CDBG Annual Action Plan (Action Plan). In accordance with the federal requirements, all approved funded activities identified in the Action Plan must meet the overarching goals of the City of Pittsburg's (City) CDBG program. In order to achieve local objectives, the City proposed to utilize its FY 2017-2018 CDBG funds towards activities that comply with at least one of HUD's national objectives as listed below:

1. Benefiting low and moderate income persons
2. Address slums or blight

3. Meet a particular urgent community development needs

The Project was awarded CDBG funds as part of FY 2017-2018 Action Plan. The goal of the Project is to improve access to public transportation, schools, businesses, and other community facilities for pedestrians, the mobility impaired, and physically challenged persons, by replacing sidewalks and installing curb ramps at targeted intersections in eligible areas throughout the city.

On September 18, 2017, by Resolution 17-13367, City Council approved the Amended Citizen Participation Plan (CPP). Consistent with the HUD Consolidated Plan rules 24 CFR Parts 91 and 570, jurisdictions receiving HUD funding are required to develop and maintain a CPP. It is the intent of the City's CPP to provide for and encourage participation of all residents of Pittsburg, particularly low and moderate-income persons, minorities, non-English speaking persons, and persons with disabilities.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The Project scope consists of but is not necessarily limited to; furnishing all products, equipment, materials, and labor required to demolish and remove sidewalks, curb, gutter, installation of new curb, gutter, and side walk. By increasing the grant amount for the Project, the full scope of work could be completed and will provide the opportunity of removal and replacement of additional curb, gutter, and sidewalk.

Pursuant to the City's CPP, it may become necessary to make changes in the Action Plan. Some of these changes may be relatively inconsequential and some may be of a scope or magnitude that would trigger a substantial amendment process. The substantial amendment process provides residents with reasonable notice and an opportunity to comment.

Examples of actions that are not considered by the City's CPP to meet the threshold of a substantial amendment include:

- An increase or decrease in the number of persons to be served.
- Changes in the program/project scope.
- Changes in how the beneficiaries are viewed (presumed benefit populations or low/mod clientele that require different documentation standards).
- Increases or decreases in the amount of funds allocated to an approved project or activity to achieve the original purpose of the activity that is \$25,000 or less.
- Changes in the agency performing the work due to merger with another agency if the new agency is already being funded by the Contra Costa Consortium and is performing in a satisfactory manner.

Examples of action that are considered to meet the threshold of substantial include:

- Any deletion or addition of an activity, or change in the use of CDBG funds from one eligible activity to another.
- Changes in an agency performing the work due to merger if the new agency is not currently being funded by the Consortium with CDBG funds.

- The increase or decrease of over \$25,000 to an activity, or the movement of over \$25,000 (singularly or in aggregate) from one activity to another.

The request to increase the Project budget for FY 2017-2018 by \$21,000 does not trigger the need for a substantial amendment nor does it have a negative impact on the overall CDBG budget. The increase will be utilized towards eligible cost for the Project.

ATTACHMENTS: Resolution

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution to)
Amend the Community Development)
Block Grant Budget for the City of) RESOLUTION NO. 18-
Pittsburg Engineering Department - ADA)
Ramps and Sidewalk Replacement Project)

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, on April 17, 2017, by Resolution 17-13309, the City Council approved the City of Pittsburg (City) 2017-2018 Community Development Block Grant (CDBG) Program's Annual Action Plan (Action Plan). In accordance with the federal requirements, all approved funded activities identified in the Action Plan must meet the overarching goals of the City's CDBG program; and

WHEREAS, in order to achieve local objectives, the City proposed to utilize its 2017-2018 CDBG funds towards activities that comply with at least one of the Department of Housing and Urban Development's (HUD) national objectives: 1) benefiting low and moderate-income persons, 2) address slums or blight; and 3) meet a particular urgent community development needs; and

WHEREAS, the City's Engineering Department – ADA Ramp and Sidewalk Replacement Project (Project) was awarded CDBG funds as part of 2017-2018 Action Plan. The goal of the Project is to improve access to public transportation, schools, businesses, and other community facilities for pedestrians, the mobility impaired, and physically challenged persons, by replacing sidewalks and installing curb ramps at targeted intersections in eligible areas throughout the city; and

WHEREAS, the Project scope consists of but is not necessarily limited to; furnishing all products, equipment, materials, and labor required to demolish and remove sidewalks, curb, gutter, installation of new curb, gutter, and side walk; and

WHEREAS, by increasing the grant amount for the Project, the full scope of work could be completed and will provide the opportunity of removal and replacement of additional curb, gutter, and sidewalk; and

WHEREAS, on September 18, 2017, by Resolution 17-13367, City Council approved the City's Amended Citizen Participation Plan (CPP) for the CDBG program. Consistent with HUD's Consolidated Plan rules 24 CFR Parts 91 and 570, jurisdictions receiving HUD funding are required to develop and maintain a CPP. It is the intent of the City's CPP to provide for and encourage participation of all residents of Pittsburg, particularly low and moderate-income persons, minorities, non-English speaking persons, and persons with disabilities; and

WHEREAS, pursuant to the City's CPP, it may become necessary to make changes in the Action Plan; and

WHEREAS, the request to increase the Project budget for 2017-2018 by \$21,000 does not trigger the need for a substantial amendment nor does it have a negative impact on the overall CDBG budget; and

WHEREAS, the increase will be utilized towards eligible cost for the Project.

NOW THEREFORE, the City Council finds and determines as follows:

Section 1.

All the recitals above are true and correct and incorporated herein.

Section 2.

City Council hereby approves this Resolution, increasing both the revenue and expenditures budgets by \$21,000 for the total grant award of \$199,671.

Section 3.

The City Manager is hereby authorized to take such further actions as may be necessary or appropriate to carry out the City's obligations pursuant to this Resolution.

Section 4.

The City Clerk shall certify to the adoption of this Resolution.

Section 5.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 19th day of March 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 3/7/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of a City Resolution to Accept Donation Funds from USS-POSCO Industries for Repair to Boat at Small World Park
MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

Request for adoption of a City Council resolution to accept a \$5,000 donation for materials to improve the boat located within Small World Park from USS-POSCO Industries.

FISCAL IMPACT

If approved, the resolution will authorize allocation of the \$5,000 donation to the Fiscal Year 2017-18 Parks and Recreation program budget (Fund 110). No additional expenditure from the General Fund is required for the receipt of the donation since no matching funds are required.

RECOMMENDATION

City Council adopt the attached resolution authorizing acceptance and allocation of the \$5,000 donation from USS-POSCO Industries to the Fiscal Year 2017-18 Parks and Recreation budget.

BACKGROUND

The City of Pittsburg operates a park known as Small World Park, which is intended for the use of small children and their families and incorporates several amusement rides and features intended for small children. Over the years local businesses and organizations have contributed to the park for some of these features, including but limited to Old Dow's barn, the USS-POSCO boat, and Soroptimist's Fort Pitt. These features include play structures that are greatly enjoyed by park attendees.

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

The USS-POSCO boat located within the park along the edge of the pond houses a slide structure. Staff determined that the boat could use some minor repair and touch up improvements. Staff inquired if USS-POSCO would be interested in making a contribution to the repairs of this boat as a potential community project. USS-POSCO agreed to provide a donation in the amount of \$5,000 to fund the expenses for materials. Additionally, USS-POSCO will be providing volunteers to assist in the touch up improvements on the boat prior to the park opening.

ATTACHMENTS: Resolution

Report Prepared By: Kolette Simonton, Assistant Director of Economic Development and Recreation

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Acceptance of Donation Funds from)
USS-POSCO Industries for)
Repair to Boat at Small World Park)

RESOLUTION NO. 18-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburg operates a park known as Small World Park, which is intended for the use of small children and their families and incorporates several amusement rides intended for small children; and

WHEREAS, there exists a large boat play structure with the USS-POSCO Industries logo located within the park that is in need of minor repair; and

WHEREAS, the City reached out to USS-POSCO Industries regarding necessary repair needed for such boat; and

WHEREAS, USS-POSCO Industries wishes to provide a donation of \$5,000 to the City to cover the material costs necessary to repair the boat; and

WHEREAS, the City wishes to accept the donation and allocate the funds to the FY 2017-18 Parks and Recreation Department budget.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The City Council adopts this Resolution accepting the donation totaling \$5,000 from USS-POSCO Industries and allocating the funds to the Parks and Recreation Department approved budget for Fiscal Year 2017/18.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of March 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 3/8/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the Fifth Amendment to the Contract with Raney Planning & Management, Inc. for the Preparation of the Southwest Hills/Faria Annexation Environmental Impact Report

MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

In November 2013, the City contracted with Raney Planning & Management, Inc. (consultant) to prepare an Environmental Impact Report (EIR) for the Southwest Hills/Faria Annexation Project, and agreed to four subsequent amendments for a current total budget of \$403,747. The consultant has requested a fifth contract amendment for an additional \$16,870 which is needed to allow for the unanticipated preparation of a 2nd screen check Draft EIR, expanded project management efforts, and an updated visual simulation budget.

FISCAL IMPACT

If authorized by City Council, the City Manager will execute a 5th contract amendment to increase the consultant's budget for completion of the Southwest Hills/Faria Annexation EIR by \$16,870, which would bring the total contract amount to \$420,617. The applicant has agreed to deposit the additional funds with the City upon execution of a 5th contract amendment. The additional funds would be deposited into Refundable Deposit Account No. 6016, and any unspent funds would be returned to the applicant after the City Council makes a final decision on the project.

RECOMMENDATION

City Council adopt the attached resolution authorizing execution of the 5th Amendment to the Contract with Raney Planning & Management, Inc. for preparation of the Southwest Hills/Faria Annexation EIR.

BACKGROUND

On September 24, 2010, Louis Parsons, on behalf of Faria Land Investors, LLC., submitted Planning Application No. 10-717, requesting annexation of approximately 607 acres into the City of Pittsburg for a future subdivision which could include up to 1,500 residential units. The project site is located within the Pittsburg General Plan's Southwest Hills planning subarea and is generally bounded by vacant rolling hills with Bailey Road to the east, the former Concord Naval Weapons Station to the south and west, and the San Marco and Vista Del Mar Residential Subdivisions to the north and northeast.

On November 1, 2013, the City entered into a \$210,581 contract with Raney Planning & Management, Inc. to prepare an EIR for the proposed project (see Attachment 3). In March 2014 and February 2015, respectively, the City and the consultant executed a 1st and 2nd contract amendment in order to expand the scope of the traffic study to be included in the EIR. Together, the contract amendments raised the consultant's budget for the Southwest Hills/Faria Annexation EIR to \$220,395.

During preparation of the Administrative Draft EIR, the applicant requested that the City add consideration of a General Plan Amendment and Master Plan Overlay District to the project. The requested General Plan Amendment would increase the amount of land currently designated for open space, and the Master Plan Overlay District would, among other things, identify the maximum extent of future development, establish a setback from the Pittsburg-Concord Ridgeline, and define permitted uses, densities, development regulations, and design guidelines for future development.

On March 6, 2017, the City and the consultant executed a 3rd contract amendment in order to further revise the Administrative Draft EIR and include an analysis of the requested General Plan Amendment and Master Plan Overlay District, raising the consultant's contract budget for the EIR to \$260,456.

On March 9, 2017, the City released a second Notice of Preparation (NOP) soliciting comments on the scope and content of the EIR. Several comment letters were received requesting that additional analysis be included relative to potential aesthetics, biological resources, transportation/traffic, cultural resources, hydrology and water quality, and recreation impacts. On July 17, 2017, the City and the consultant executed a 4th contract amendment for this work, raising the consultant's contract budget to \$403,747.

The consultant has now requested a 5th contract amendment in the amount of \$16,870 in order to allow for the unanticipated preparation of a 2nd screen check Draft EIR, expanded project management efforts, and an updated visual simulation budget (see Scope of Work included with Attachment 2). The applicant reviewed the requested increase and has agreed to deposit the additional funds with the City upon execution of a 5th contract amendment.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The consultant has requested an additional \$16,870 in order to complete the Administrative Draft EIR as described above. The applicant has agreed to deposit the additional funds, and as such, it is recommended that the Council authorize execution of the 5th Amendment to

the Contract with Raney Planning & Management, Inc. as included in Attachment 2. At this time, staff expects to have a completed Administrative Draft EIR released for public review before the end of March 2018.

ATTACHMENTS: 1. Resolution
2. Proposed 5th Amendment to the Agreement
3. Original Contract for CEQA Services, dated March 17, 2014

Report Prepared By: Kristin Pollot, AICP, Planning Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Allocating Funds and Authorizing	)	
Execution of the 5th Amendment to the	)	
Contract with Raney Planning &	)	RESOLUTION NO. 18-XXXX
Management, Inc. for the Preparation of	)	
<u>the Southwest Hills/Faria Annexation EIR</u>	)	

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, in September 24, 2010, Louis Parsons, on behalf of Faria Land Investors, LLC., submitted Planning Application No. 10-717, requesting annexation of approximately 607 acres into the City of Pittsburg for a future subdivision which could include up to 1,500 residential units. The project site is located within the Pittsburg General Plan's Southwest Hills planning subarea and is generally bounded by vacant rolling hills with Bailey Road to the east, the former Concord Naval Weapons Station to the south and west, and the San Marco and Vista Del Mar Residential Subdivisions to the north and northeast. Assessor's Parcel Nos. 097-180-006, 097-200-002, 097-230-006, 097-240-002, and 097-190-002; and

WHEREAS, before the City can consider such a proposal, the project must be reviewed in accordance with the California Environmental Quality Act (CEQA, Public Resources Code 21000 et seq.), which requires agencies to assess whether a proposed project might have significant impacts on the environment; and,

WHEREAS, on November 1, 2013, the City entered into a \$210,581 contract ("Agreement") with Raney Planning & Management, Inc. to prepare an EIR for the proposed project; and,

WHEREAS, in March 17, 2014 and February 2015, respectively, the City and the consultant executed a 1st and 2nd contract amendment in order to expand the scope of the traffic study to be included in the EIR, raising the consultant's budget for the EIR to \$220,396; and,

WHEREAS, during preparation of the Administrative Draft EIR, the applicant requested that the City add consideration of a General Plan Amendment and Master Plan Overlay District to the project. The General Plan Amendment would increase the amount of land currently designated for open space and the Master Plan Overlay District would, among other things, identify the maximum extent of future development, establish a setback from the Pittsburg-Concord Ridgeline, and define permitted uses, densities, development regulations, and design guidelines for future development; and,

WHEREAS, in March 6, 2017, the City and the consultant executed a 3rd contract amendment in order to further revise the Administrative Draft EIR and include an analysis of the requested General Plan Amendment and Master Plan Overlay District, raising the consultant's contract budget for the EIR to \$260,456; and

WHEREAS, on March 9, 2017, the City released a second Notice of Preparation (NOP) soliciting comments on the scope and content of the EIR. Several comment letters were received requesting additional analysis be included relative to potential aesthetics, biological resources, transportation/traffic, cultural resources, hydrology and water quality, and recreation impacts;

WHEREAS, on July 17, 2017, the City and the consultant executed a 4th contract amendment for this work, raising the consultant's contract budget to \$403,747; and

WHEREAS, the consultant has now requested a 5th contract amendment in the amount of \$16,870 in order to allow for the unanticipated preparation of a 2nd screen check Draft EIR, expanded project management efforts, and an updated visual simulation budget; and

WHEREAS, the applicant reviewed the requested increase and has agreed to deposit the additional funds with the City upon execution of a fourth contract amendment; and,

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1.

The 5th Amendment to the Agreement with Raney Planning & Management, Inc. for environmental consulting services is approved in an amount not to exceed \$16,870, for additional environmental analysis related to the Southwest Hills/Faria Annexation Project.

Section 2.

The allocation of up to \$16,870 above the previous contract amount (including the past four amendments) of \$403,747, to be deposited by the applicant, is approved for the purpose of reimbursing the City's costs related to the environmental assessment required for the Southwest Hills/Faria Annexation Project.

Section 3.

The City Manager is hereby authorized to execute the 5th Amendment to the Agreement with Raney Planning & Management, Inc., for environmental consulting services on behalf of the City of Pittsburg, up to the limits specified in Section 2 above.

Section 4.

The Finance Director is hereby authorized to issue a revised purchase order to Raney Planning & Management, Inc. for the above described services to implement the approved Agreement.

Section 5.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of March, 2018, by the following vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

ATTEST:

Dwaine "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk

**5th AMENDMENT TO
CONTRACT FOR ENVIRONMENTAL SERVICES FOR
THE SOUTHWEST HILLS/FARIA ANNEXATION PROJECT**

This 5th Amendment to AGREEMENT ("5th Amendment") is made on this 19th day of March, 2018, ("5th Amendment Effective Date") by and between the City of Pittsburg ("City") and Raney Planning & Management, Inc. ("Consultant"), with respect to the matters hereinafter stated.

RECITALS

WHEREAS, in September 24, 2010, Louis Parsons, on behalf of Faria Land Investors, LLC., submitted Planning Application No. 10-717, requesting annexation of approximately 607 acres into the City of Pittsburg for a future subdivision which could include up to 1,500 residential units. The project site is located within the Pittsburg General Plan's Southwest Hills planning subarea and is generally bounded by vacant rolling hills with Bailey Road to the east, the former Concord Naval Weapons Station to the south and west, and the San Marco and Vista Del Mar Residential Subdivisions to the north and northeast. Assessor's Parcel Nos. 097-180-006, 097-200-002, 097-230-006, 097-240-002, and 097-190-002; and

WHEREAS, before the City can consider such a proposal, the project must be reviewed in accordance with the California Environmental Quality Act (CEQA, Public Resources Code 21000 et seq.), which requires agencies to assess whether a proposed project might have significant impacts on the environment; and,

WHEREAS, on November 1, 2013, the City entered into a \$210,581 contract ("Agreement") with Raney Planning & Management, Inc. to prepare an EIR for the proposed project; and,

WHEREAS, in March 17, 2014 and February 2015, respectively, the City and the consultant executed a 1st and 2nd contract amendment in order to expand the scope of the traffic study to be included in the EIR, raising the consultant's budget for the EIR to \$220,396; and,

WHEREAS, during preparation of the Administrative Draft EIR, the applicant requested that the City add consideration of a General Plan Amendment and Master Plan Overlay District to the project. The General Plan Amendment would increase the amount of land currently designated for open space and the Master Plan Overlay District would, among other things, identify the maximum extent of future development, establish a setback from the Pittsburg-Concord Ridgeline, and define permitted uses, densities, development regulations, and design guidelines for future development; and,

WHEREAS, in March 6, 2017, the City and the consultant executed a 3rd contract amendment in order to further revise the Administrative Draft EIR and include an analysis of the requested General Plan Amendment and Master Plan Overlay District, raising the consultant's contract budget for the EIR to \$260,456; and

WHEREAS, on March 9, 2017, the City released a second Notice of Preparation (NOP) soliciting comments on the scope and content of the EIR. Several comment letters

were received requesting additional analysis be included relative to potential aesthetics, biological resources, transportation/traffic, cultural resources, hydrology and water quality, and recreation impacts;

WHEREAS, on July 17, 2017, the City and the consultant executed a 4th contract amendment for this work, raising the consultant's contract budget to \$403,747; and

WHEREAS, the consultant has now requested a 5th contract amendment in the amount of \$16,870 in order to allow for the unanticipated preparation of a 2nd screen check Draft EIR, expanded project management efforts, and an updated visual simulation budget; and

WHEREAS, the applicant reviewed the requested increase and has agreed to deposit the additional funds with the City upon execution of a 5th contract amendment; and,

WHEREAS, on March 19, 2018, the City Council adopted Resolution No. 18-_____, authorizing the City Manager to execute the 5th contract amendment.

NOW THEREFORE, the City and the Consultant, for the considerations hereinafter named, agree as follows:

1. The recitals to this 5th Amendment are by this reference incorporated herein as though set out in full.
2. Section 3A of the Agreement shall be deleted in its entirety, and the following new Section 3A shall be substituted in its place:

“3. The Consultant shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to the Cost Proposal contained in Section IV of “Exhibit A,” and pursuant to the Contract Amendment Requests, incorporated herein as “Attachment A” of the First Amendment to the Agreement, “Attachment A” of the Second Amendment to the Agreement, “Attachment A” of the Third Amendment to the Agreement, “Attachment A” of the Fourth Amendment to the Agreement, and “Attachment A” of the 5th Amendment to the Agreement, but in no event shall total compensation exceed the sum of all five proposals, which is four hundred twenty thousand, six hundred seventeen dollars (\$420,617), without the City's prior written approval.”

3. Except as otherwise expressly amended or modified herein, the terms and conditions of the Agreement shall remain in full force and effect. Should the validity of this 5th Amendment be called in question in litigation or otherwise and determined to be invalid for any reason, such determination shall in no way affect the validity of the Agreement which shall remain in full force and effect in accordance with its original terms.

IN WITNESS WHEREOF, the parties hereto have executed the 5th Amendment to the Agreement effective on the day and year first identified above.

CITY OF PITTSBURG:

By: _____

Joe Sbranti, City Manager

CONSULTANT:

By: _____

Cindy Gnos, Vice President
Raney Planning & Management, Inc.

APPROVED AS TO FORM:

By: _____

Ruthann Ziegler, City Attorney

ATTEST:

By: _____

Alice E. Evenson, City Clerk

"Attachment A"

RANEY PLANNING & MANAGEMENT, INC. CONTRACT AMENDMENT FARIA ANNEXATION EIR REQUEST #5

Date: January 23, 2018

This amendment to Faria Annexation EIR (proposed project) contract between the CITY OF PITTSBURG and RANEY PLANNING & MANAGEMENT, INC. (Raney) allows Raney to update the project description and Screencheck Draft EIR budget to allow for further revisions and updates due to unexpected changes to the project area of disturbance and to expand the project management budget. This contract amendment is based upon the following tasks:

Raney Labor

Project Description\$720

Because of changes to the project's area of disturbance and additional General Plan Amendment text, Raney will need additional hours to make the necessary updates and revisions to the project description.

Screencheck Draft EIR.....\$10,960

Raney requests additional hours to allow for the preparation of a 2nd Screencheck Draft EIR to account for the changes in the project description. The 2nd Screencheck Draft EIR will include hours to revise the Aesthetics Chapter; Agricultural Resources Chapter; Biological Resources Chapter; Cultural Resources Chapter; Geology, Soils, and Seismicity Chapter; the Land Use and Planning Chapter; as well as the Statutorily Required Sections and Alternative Analysis.

Project Management.....\$1,890

Raney proposes to expand the project management budget to allow for additional in-person meetings and conference calls, as needed.

Sub-Consultant Expenses

VIZf/x Revised Photo Simulations\$3,300

VIZf/x requests additional funds to model the gray area shown in the revised grading figure and feather that into the existing grades at a max 2:1 slope. In addition, VIZf/x will re-do the simulations to depict the visibility of the new areas.

COST ESTIMATE

Raney's original contract amount was \$210,581. Contract Amendment #1 added a total of \$4,840 for a revised total of \$215,421. Contract Amendment #2 added a total of \$4,975 for a revised total of \$220,396. Contract Amendment #3 added a total of \$40,060 for a revised total of \$260,456. Contract Amendment #4 added \$143,291 for Raney to expand the 2nd Administrative Draft EIR budget to allow for further analysis not originally expected, hire additional sub-consultants to address Notice of Preparation (NOP) comment letters, and expand the project management budget. This Contract Amendment #5 would add \$16,870 to the previous total of \$403,747 to allow for the preparation of a 2nd Screencheck Draft EIR and to expand the project management and VIZf/x's budget. The additional services pursuant to this contract amendment would add \$16,870 to the previous total of \$403,747 for a revised total of \$420,617.

BOTH CITY OF PITTSBURG AND RANEY PLANNING AND MANAGEMENT, INC. HEREBY RECOGNIZE AND CONSENT TO THE AMENDMENT OF THE CONTRACT TO INCLUDE THE ADDITIONAL SERVICES AND ACCOMPANYING COSTS OUTLINED IN THIS SCOPE OF WORK DATED JANUARY 23, 2018.

Kristin Vahl Pollot, AICP
City of Pittsburgh

Date

Cindy Gnos, Senior Vice President
Raney Planning & Management, Inc.

Date

**CONTRACT FOR CEQA SERVICES
FOR THE SOUTHWEST HILLS/FARIA ANNEXATION**

THIS CONTRACT is made on NOV. 1, 2013, between the City of Pittsburg ("the City"), and Raney Planning & Management, Inc. ("Consultant").

WITNESSETH:

WHEREAS, the City proposes preparation of an Environmental Impact Report (EIR) for the proposed Southwest Hills/Faria Annexation; and

WHEREAS, the Consultant has presented a proposal for such services to the City, dated July 18, 2013, and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Work Program, attached hereto and incorporated herein by this reference as Exhibit "A". This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TIME OF PERFORMANCE:

The following time schedule shall be followed:

A. The services of Consultant are to commence upon execution of this Contract by, and receipt of written notice to proceed from, City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the 'Proposal to Prepare an Environmental Impact Report' attached hereto and incorporated herein by this reference as Exhibit "A".

The following time schedule shall be followed:

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for an additional period not to exceed the lesser of one year or the original term of this Contract, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section III, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to the Cost Proposal contained in Section IV of Exhibit "A" but in no event shall total compensation exceed two hundred ten thousand, five hundred eighty one dollars (\$210,581.00), without City's prior written approval.

B. Said amount shall be paid upon submittal of a billing in accordance with the proposal contained within Exhibit "A", showing completion of the tasks on a monthly basis.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract.

4. TERMINATION:

This Contract may be terminated, without cause, at any time by the City upon thirty (30) days' written notice. Upon receipt of such notice, Consultant shall cease all work under this Contract. In the event of any such termination, the Consultant shall be compensated as provided for in this Contract. Upon such termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section VII hereof. The obligations of paragraph/section XV of this Contract relating to Consultant's obligations to defend and indemnify the City shall survive any termination of this Contract.

Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

5. CHANGES:

The City may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract, or the attached work program (Exhibit A).

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached work program (Exhibit A).

7. PROPERTY OF CITY:

It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and commission

as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information.

8. COMPLIANCE WITH LOCAL LAW:

Consultant shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. [It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.]

9. WARRANTY:

Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

10. SUBCONTRACTING:

Except as set forth in Exhibit "A" for work to be performed, no other services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Consultant shall promptly furnish notice of any assignment or transfer, whether voluntary or involuntary, in writing to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this agreement, City determines and notifies Consultant in writing that Consultant's duties under this agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. CONFIDENTIAL MATERIALS:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Consultant's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the [active negligence, (only if contract involves design services in connection with a public works project - see Civil Code §2782(b), §2783)] sole negligence, or willful misconduct of the City.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

B. Prior to execution of this agreement and prior to commencement of any work, the Consultant shall furnish the City with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. At the City's discretion, the City may require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. If the City requests, the Consultant will furnish one copy of each required policy to the City, and additional copies if requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

C. In the case of the professional liability insurance required by this Section, the Consultant's insurer will provide a complete, certified copy of the policy if so requested by the City.

D. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

E. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

F. Any deductibles must be declared to, and approved by, the City.

G. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

H. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

1. Workers' Compensation and Employer's Liability Insurance.

a. Workers' Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Claims Against City - If an injury occurs to any employee of the Consultant for which the employee or his/her dependents, in the event of his/her death, may be entitled to compensation from the City under the provisions of said Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant.

2. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 or more per occurrence.

The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

a. Provision or endorsement naming the City and each of its officers, officials, employees, agents, and volunteers, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers.

b. Provision or endorsement stating that for any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers to the extent the City is an additional insured. Any insurance or self insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

d. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant under the Contract, including, without limitation, that set forth in Section XV, Indemnity and Litigation Costs.

3. Professional Liability.

The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 or more per claim.

17. MISCELLANEOUS PROVISIONS:

A. The Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or replaced with the written approval of the City, which approval shall not be unreasonably withheld.

B. The Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

C. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

D. The Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

E. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

F. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565-3814
ATTN: Kristi Pollot

Consultant: Raney Planning & Management, Inc.
1501 Sports Drive
Sacramento, CA 95834
ATTN: Cindy Enos

G. This Contract shall be interpreted and governed by the laws of the State of California.

H. Any action arising out of this Contract shall be brought in Contra Costa County, California, regardless of where else venue may lie.

I. In any action brought by either party to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees.

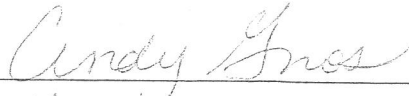
Executed the day and year first above written, by the parties as follows.

CITY OF PITTSBURG

By: 

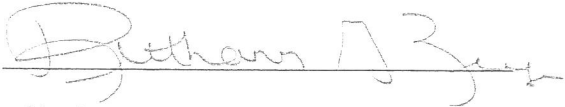
Title: City Manager

CONSULTANT

By: 

Title: Vice President

APPROVED AS TO FORM:

By: 

Title: City Attorney

ATTEST:

By: 

Title: City Clerk

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: Cindy Inos

Title: Vice President

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: _____

Title: _____

EXHIBIT A
Proposal to Prepare an Environmental Impact Report

PROPOSAL TO PREPARE AN ENVIRONMENTAL IMPACT REPORT

Faria Annexation

July 18, 2013

(Revised October 4, 2013)

Submitted to:

Dana Hoggatt
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

Submitted by:

Raney Planning & Management, Inc.
1501 Sports Drive
Sacramento, CA 95834
Office: (916) 372-6100
Fax: (916) 419-6108
cindygnos@raneymanagement.com

Contacts:

Cindy Gnos, AICP
Vice President

Rod Stinson
Division Manager



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I. Project Understanding

Raney Planning & Management, Inc. (Raney) has prepared this proposal and scope of services to complete an Environmental Impact Report (EIR) for the Faria Annexation project in the City of Pittsburg. As part of our proposal, we have assembled a team of well-qualified technical experts to supplement our firm's experience, skills, and expertise in preparing environmental documents. We believe that we have the ability to deliver a unique, unmatched, and ultimately successful product and process to the City. We are pleased to have this opportunity to submit our proposal to you for your consideration.

PROJECT OVERVIEW

Project Location

The proposed Faria Annexation project is located just southwest of the municipal boundary of the City of Pittsburg, within the Southwest Hills planning subarea of the Pittsburg General Plan (APNs 097-180-006, 097-200-002-03, 097-230-006, 097-240-002, and a portion of 097-190-002). The annexation area consists of approximately 607 acres of grazing land and is currently zoned for agricultural uses under the Contra Costa County Zoning Code. The site has been pre-zoned for residential and open space under the City of Pittsburg General Plan. The project site is bordered by residential development to the north, vacant rolling hills to the east and west, and the Concord Naval Weapons Station to the south.

Project Description

The proposed project consists of annexation and change in pre-zone of approximately 607 acres into the City of Pittsburg. The Faria Annexation area was one of multiple areas identified in the City of Pittsburg 2005 voter-approved Urban Limit Line and Pre-zoning Act. The site was pre-zoned for residential and open space and subsequently incorporated into the City's Sphere of Influence. The requested change in pre-zone will be from Hillside Planned Development (HPD) and Open Space (OS) to HPD-S and OS-S Interim Study Overlay Districts. The maximum build-out for the proposed project is approximately 1,500 units.

The City of Pittsburg prepared an Initial Study and Mitigated Negative Declaration (IS/MND) for annexation of the site in 2010. However, significant comments were received on the IS/MND and the City determined an EIR needs to be prepared.

APPROACH

Raney proposes to prepare a combined program and project-level EIR that will provide a detailed analysis of the anticipated environmental effects associated with build-out of the proposed project. Raney will coordinate with the City to identify the impact areas to be analyzed at a project-level. The Draft EIR, Final EIR, and related work products will be prepared in accordance with the criteria, standards, and provisions of the California Environmental Quality Act of 1970 (CEQA), Section 21000 et seq. of the Public Resources Code and the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.), and the regulations, requirements, and procedures of the City of Pittsburg. In addition, the EIR will be prepared in order to allow LAFCo's use as a responsible agency for the proposed Annexation.

Raney proposes to prepare an Initial Study to identify the potentially significant impacts associated with the proposed Faria Annexation project and to focus the content of the EIR. Given that the City of Pittsburg prepared an Initial Study for the proposed project in 2010, Raney anticipates that preparation of an updated Initial Study will be a fairly succinct process. Raney will rely on information contained in the existing Initial Study, updating and expanding the analyses as appropriate.

Potentially significant impacts to be analyzed in the EIR may include, but not be limited to, Aesthetics; Agricultural Resources; Air Quality and Greenhouse Gas Emissions; Biological Resources; Geology, Soils, and Seismicity; Hazards and Hazardous Materials; Hydrology/Water Quality; Land Use and Planning; Noise; Public Services and Utilities; and Transportation and Circulation. Raney assumes that the remaining issue areas will be analyzed and dismissed in the Initial Study, which will be included as an Appendix to the EIR. Impacts identified as less-than-significant will be summarized in the Intro to Analysis section of the EIR. Raney will consult with City staff to confirm which issue areas will be evaluated in the EIR during the Project Initiation. Raney will assist the City of Pittsburg in preparing and releasing the Notice of Preparation (NOP) for the Faria Annexation EIR for public review as well as conducting an NOP Public Scoping meeting. Raney will coordinate with City staff and the applicant to discuss any necessary refinements to the scope of work as a result of comments received during the NOP process.

Raney will rely on the City of Pittsburg General Plan, Draft Study Plan for Faria/Southwest Hills Reclassification, the Initial Study for the Proposed Sphere of Influence Expansions for the City of Pittsburg, Delta Diablo Sanitation District (DDSD), and Contra Costa Water District (CCWD), and existing information for the project site and the surrounding vicinity to the greatest extent feasible for analysis in the EIR. To date, the following technical information has been provided by the City of Pittsburg and/or the applicant team:

- Southwest Hills/Faria Annexation Area Technical Greenhouse Gas Emissions and Global Climate Change Effects Technical Analysis, prepared by InSite Environmental, Inc. (April 2011);
- Initial Study for Proposed Sphere of Influence (SOI) Expansions for the City of Pittsburg, Delta Diablo Sanitation District (DDSD), and Contra Costa Water District (CCWD), prepared by PMC (July 2009);
- Southwest Hills/Faria Annexation & Rezoning Amendment Environmental Initial Study and Mitigated Negative Declaration (including comment letters), prepared by the City of Pittsburg (December 2010);
- San Marco Meadows Environmental Initial Study and Mitigated Negative Declaration, prepared by the City of Pittsburg (July 2002).
- Special Status Plant Survey of San Marco Meadows, prepared by Wetlands Research Associates, Inc. (August 2001);
- Phase I Archaeological Resources Inventory of San Marco Meadows, prepared by Ric Windmiller (March 2002); and
- Bay Pointe Sanitary Landfill Biotic Study and Archaeologic Report, prepared by James A. Wyse, Inc. (October 1988).

In order to fully address all the environmental issues of concern as they relate to the Faria Annexation project, Raney has assembled a team of technical experts. Rather than conduct all of the necessary technical studies in-house, Raney believes it is more efficient and effective to hire the known technical experts who specialize in a particular field. In this way, Raney can organize a unique team of consultants for each project, who can bring their expertise “to the table” and provide the client with the most defensible documentation and reporting in the timeliest manner. Raney will utilize our extensive experience to professionally manage the team of technical experts to ensure that all of the pertinent environmental issues are addressed and that the technical reports are produced in an on-budget and on-schedule fashion. Raney proposes to subcontract with the following firms for the preparation of technical studies to be used in the Faria Annexation project EIR:

- j.c. brennan & associates, inc. – Noise Analysis; and
- Kimley-Horn and Associates, Inc. – Traffic Study.

Raney firmly believes that the level of coordination between the City and the local citizens is directly proportional to the success of the project. Raney intends to work closely with the City of Pittsburg throughout the development and processing of the EIR. The expectation of Raney is that we will serve as environmental consultants to the City, and will make ourselves available to assist the City in any way necessary to facilitate the process.

Raney recognizes that individuals and groups may provide a high level of scrutiny during the CEQA process for the proposed project. Raney has extensive experience handling such controversies. Raney operates under a belief that some dissent and unrest regarding a new project may potentially be eliminated by the early involvement of project stakeholders and concerned citizens. This early involvement also provides Raney with an idea of which issues will be of greatest concern to the public. By identifying these issues, Raney can scrutinize the environmental documents to be sure that those issues were adequately addressed.

II. Technical Scope of Services

Raney has prepared the following scope of services for preparation of an Environmental Impact Report (EIR) for the Faria Annexation project. This scope of services identifies each task in the preparation of the necessary documents and includes an objective, approach, and work product associated with each task.

TASKS 1.1-1.4: PROJECT INITIATION THROUGH NOTICE OF PREPARATION

Task 1.1 Project Initiation

Objective

The objective of this task is to conduct a start-up meeting with representatives from the City of Pittsburg to coordinate and confirm assumptions regarding the proposed project and scope of the EIR.

Approach

Raney will obtain and review available data for the project area, as well as policy documentation from the City of Pittsburg and other agencies that may be affected by the proposed project. Vice President Cindy Gnos, AICP and Division Manager Rod Stinson will meet with City staff for purposes of reviewing the refined scope of work for the environmental document, providing Raney with complete copies of all pertinent City documents and mapping, as well as application materials and technical studies developed to date. The Raney team will review the project schedule and milestones, and will identify the role that each will play during the effort as well as a summary of meetings and products. During this meeting, Raney will also work with City staff to identify the cumulative projects to be considered in the EIR, and the prospective description of project alternatives.

TASK 1.1 PRODUCTS

- Project Initiation Meeting.
- Refined Scope of Work, Schedule, and Budget, as necessary.

Task 1.2 Project Description

Objective

The objective of this task is to prepare a draft project description in consultation with City staff.

Approach

Based on our extensive CEQA experience, we have found that completing a draft of the project description during the project initiation phase greatly reduces the potential for project-related issues throughout the preparation of the environmental documents.

Raney will rely on the information provided by the City and the applicant to prepare a summary of the characteristics of the proposed project. Given that Raney is proposing to prepare a

program-level EIR, the analysis will be based on a maximum build-out potential of 1,500 residential units. Raney will work with City staff to build upon the project description details for use in the EIR. The Project Description will detail the project location, background, and history of the project (including past ownership and land uses); intended uses; discretionary actions; characteristics; important project features; goals and objectives; phasing; agreements; and permits and approvals that are required for the project based on available information. This section will include a summary of the regional and local environmental setting for the Faria Annexation project as well as a description of on and off-site infrastructure necessary to serve the project. The project description will also include a regional and project location map as well as project application maps.

The draft project description will be submitted to the City for review and comment. Raney will incorporate the necessary modifications into the project description prior to incorporation into the Faria Annexation project EIR.

TASK 1.2 PRODUCTS

- One (1) electronic copy in Word of the draft project description for the environmental document to the City for review.

Task 1.3'

Prepare Initial Study

Objective

The objective of this task is to prepare an Initial Study based on the checklist contained in Appendix G of the CEQA Guidelines and the standard City of Pittsburgh format.

Approach

Raney will prepare an Initial Study to address the environmental effects of the proposed Faria Annexation project. The Initial Study will provide a discussion of the impacts related to development of the proposed project and will be used to focus the content of the Draft EIR onto those technical issues that may have significant impacts. As noted in the Approach section, Raney anticipates that the preparation of the Initial Study will be a fairly succinct process given that the City of Pittsburgh prepared an Initial Study for the proposed project in 2010. Raney will rely on information contained in the existing Initial Study, updating and expanding the analyses as appropriate.

Raney anticipates that the environmental issues to be dismissed in the Initial Study may include but not be limited to, Forestry Resources, Cultural Resources, Mineral Resources, Population and Housing, and Recreation. A Draft Initial Study will be submitted to the City for review. Once comments on the draft Initial Study have been received and incorporated, a screencheck Initial Study will be submitted to the City for final review before printing the Final Initial Study, which will be provided to the public as an Appendix to the Notice of Preparation.

TASK 1.3 PRODUCTS

- One (1) electronic copy in Word of the Administrative Draft Initial Study.
- One (1) electronic copy in Word of the screencheck Initial Study.
- One (1) electronic file in PDF of the finalized Initial Study.

Task 1.4 Prepare Notice of Preparation

Objective

The objective of this task is to prepare and distribute the Notice of Preparation (NOP) for public review.

Approach

Raney will prepare an Administrative Draft NOP for the Faria Annexation project for review by City staff. The NOP will be finalized based upon City comments. Consistent with the requirements of CEQA, the NOP will include a description of the proposed project, location map, and general environmental effects anticipated to be caused by the proposed project. In addition, Raney will include a copy of the Initial Study as an Appendix to the NOP.

Raney will submit one digital copy of the finalized NOP to City staff. Raney assumes that the City will publish, post, and distribute the NOP; however, Raney will be available to assist the City as necessary upon request, including delivery of 15 copies of the NOP with a completed Notice of Completion to the State Clearinghouse.

During the 30-day NOP public review period, Raney will attend a public scoping workshop to solicit the public's input on the content of the EIR. Raney will work with the City of Pittsburg staff to determine the anticipated format, schedule the meeting, and to confirm project objectives for the public scoping meeting. Raney will be available to assist the City in any way necessary, including conducting the workshop. Raney has made the following assumptions regarding the format of the workshop; however, Raney will coordinate with City staff to identify the preferred approach. Raney assumes the public scoping meeting will be set up as a brief project overview presentation, in order for the community to gain an understanding of the project and make comments based upon accurate knowledge of the project. The scoping meeting will emphasize the review process as well as the intent and requirements of CEQA. Following the presentation, the meeting will be devoted to public participation and comments. Written comment forms will be provided for this purpose, and these comments, along with verbal comments, will become part of the administrative record. This scoping can be an effective way to bring together and resolve the concerns of affected federal, state, and local agencies, as well as the local community.

At the conclusion of the NOP comment period, Raney will review the comments received. Raney will consult with the City to determine if the scope of services for the EIR needs to be amended based upon the comments received.

TASK 1.4 PRODUCTS

- One (1) electronic copy in Word of the Administrative Draft NOP for City staff review.
- One (1) electronic copy of the Final NOP in PDF format to the City for distribution.
- Delivery of fifteen (15) copies of the NOP, including the Initial Study as an appendix, along with a NOC to the State Clearinghouse.
- Facilitation and attendance at a public scoping meeting.
- Revised scope of services for the EIR, if needed, based upon NOP comments received.

TASKS 2.1-2.2: PREPARE ADMINISTRATIVE DRAFT EIR & DRAFT EIR

Task 2.1 Prepare Administrative Draft EIR

Objective

The objective of this task is to prepare an accurate, thorough, and complete Administrative Draft EIR for the Faria Annexation project.

Approach

Raney will prepare the Administrative Draft EIR in accordance with CEQA. The Administrative Draft EIR will include all statutory sections required by CEQA Section 15120-15132, including an executive summary, introduction and project description (including project objectives), setting, assessment of environmental impacts, identification of required mitigation measures for each of the environmental issues, and a complete list of the authors responsible for the environmental analysis. The EIR will also conform to the City of Pittsburgh's preferred format as well as for use by LAFCo as a responsible agency.

Raney proposes to prepare an EIR that will provide a program-level analysis to evaluate the potential environmental effects associated with build-out of the Faria Annexation project. The main purpose of the EIR will be to provide the public and decision-makers with a thorough, legally defensible environmental analysis of the proposed project. The report will be accurate and free of jargon so that the information it contains is readable and easy to use by the decision-makers as well as the public. Comments on the Notice of Preparation will be reviewed and incorporated, as appropriate. The Administrative Draft EIR will be reviewed with City staff for adequacy and accuracy.

The Faria Annexation EIR will include the following sections:

Task 2.1.1 Executive Summary, Introduction, and Project Description

The introduction will cite the provisions of CEQA and the City of Pittsburgh's CEQA implementation procedures to which the proposed project is subject. This section will identify the intended uses of the EIR, agencies that may rely upon the EIR, purpose of the EIR and

statutory authority, summary of the scoping procedures, and a list of the NOP comment letters and concerns raised in the letters.

The EIR will also include a summary section to briefly describe in text the impacts and mitigation measures. In addition, this section will summarize the environmental factors found not to have no impact in the existing Initial Study. A summary table will be included, consisting of a matrix of impacts and mitigation measures, with levels of significance of impacts before and after mitigation. The summary table will include all mitigation measures applicable to the proposed project.

The environmental setting will be built into the project description chapter and each technical chapter of the EIR. The project description chapter will be consistent with the one developed in Task 1.2 above.

Task 2.1.2 Environmental Setting, Impacts, and Mitigation Measures

The environmental analysis for the proposed project will focus on the following areas: Aesthetics; Agricultural Resources; Air Quality and Greenhouse Gas Emissions; Biological Resources; Geology, Soils, and Seismicity; Hazards and Hazardous Materials; Hydrology/Water Quality; Land Use and Planning; Noise; Transportation and Circulation; and Public Services and Utilities; Growth Inducing Impacts; Cumulative Impacts; and Significant Unavoidable Impacts. Project alternatives and statutorily required sections will also be included. Some refinement to these issues may be required based on the comments that will be received during the NOP scoping process.

Information will be drawn from the City of Pittsburg General Plan and the General Plan EIR, the Initial Study prepared in Task 1.3 above, technical information provided by the City and the applicant team, and any other information pertinent to the project area. In addition to these documents, Raney will also review the technical studies prepared by j.c. brennan & associates, inc. and Kimley-Horn and Associates, Inc. for noise and traffic, respectively. Raney, after consultation with City staff, may substitute the technical sub-consultants if the agreed-upon schedule and budget cannot be met. Consistent with CEQA and the requirements of the City of Pittsburg, each environmental chapter will include an introduction, technical approach, environmental setting, regulatory setting, standards of significance, identification of environmental impacts, the development of mitigation measures and monitoring strategies, level of significance after mitigation, cumulative impacts and mitigation measures, level of significance after mitigation measures, significant impacts, and effects found not to be significant. Raney proposes to include the following chapters in the Faria Annexation EIR:

a) Aesthetics

The Aesthetics chapter of the EIR will summarize existing regional and project area aesthetics and visual setting. The chapter will describe project-specific aesthetics issues regarding buildout of the project area such as scenic vistas, trees, historic buildings, scenic highways, existing visual character or quality of the Study Area, as well as light and glare. Raney will rely on information from the City of Pittsburg General Plan, including the Urban Design Element and policies related to hillside

development, as well as on information from the General Plan EIR for analysis. In addition, Raney will review applicable City of Concord plans and policies related to hillside development within the project area, such as the Concord Naval Weapons Station Reuse Plan. This chapter of the EIR will include an analysis of the existing setting, identification of the thresholds of significance, identification of impacts, and the development of mitigation measures and monitoring strategies.

b) Agricultural Resources

The Agricultural Resources chapter of the EIR will summarize the status of the existing agricultural resources within the project boundaries, using the current State model and data, including identification of any prime/unique farmland or farmland of statewide importance within the project boundaries. Any conflicts with existing zoning for agricultural use or right-to-farm ordinances applicable to the proposed project will also be identified. Following the setting discussion, the chapter will identify thresholds of significance applicable to the proposed. The impacts will be measured against the thresholds of significance and appropriate mitigation measures and monitoring strategies will be identified which are consistent with the policies of the City of Pittsburg. In addition, the chapter will address the project's consistency with LAFCo policies and standards.

c) Air Quality and Greenhouse Gas Emissions

The Air Quality chapter of the EIR will summarize the regional air quality setting, including climate and topography, existing ambient air quality, regulatory setting, and presence of any sensitive receptors near the project site. The air quality impact analysis will include a quantitative assessment of short-term (i.e., construction) and long-term (i.e., operational) increases of criteria air pollutant emissions of primary concern (i.e., ROG, NO_x, and PM₁₀). The air quality chapter will be based upon the Greenhouse Gas Emissions and Global Climate Change Effects Technical Analysis, prepared by InSite Environmental, Inc., under contract with the City. Raney will review the report to ensure that all CEQA issues have been adequately and accurately addressed and that the methodologies used are consistent with the Bay Area Air Quality Management District's (BAAQMD) guidelines and recommendations. Upon preliminary review of the report, Raney recognizes that InSite Environmental, Inc. made a comparison of the project's impacts to plan-level thresholds of significance rather than project-level. Raney will coordinate with BAAQMD in review of the report to determine the appropriate level for thresholds of significance and the need for any subsequent mitigation measures. Should it be determined by the Air District that the methodologies contained in the existing report are inadequate; Raney would consult with the City and amend this scope of work accordingly for additional analysis.

It should be noted that the Alameda County Superior Court issued a judgment that the BAAQMD failed to comply with CEQA when it adopted the CEQA Guidelines, including thresholds of significance. The BAAQMD has been ordered to set aside the thresholds and is no longer recommending that they be used as a general measure of project impacts. Raney will consult with the City of Pittsburg to determine the

appropriate thresholds of significance and will utilize the agreed-upon thresholds in the CEQA document.

The project's cumulative contribution to regional air quality will be discussed, based in part on the modeling conducted at the project level. The significance of air quality impacts will be determined in comparison to BAAQMD-recommended significance thresholds, if appropriate, based on discussions with the City as outlined above. Mitigation measures will be incorporated to reduce any significant air quality impacts, and anticipated reductions in emissions associated with proposed mitigation measures will be quantified.

Greenhouse Gas Emissions

The GHG analysis will include a discussion of the existing regulatory context related to GHG Emissions, including AB32 and SB375, and an impacts and mitigation section with quantitative data showing the project's contribution to the generation of GHG during the operational phase of the project. Raney will rely on the Greenhouse Gas Emissions and Global Climate Change Effects report, prepared by InSite Environmental, Inc., as outlined above. In addition, Raney will coordinate with the City to ensure that the GHG analysis, including any proposed mitigation, is compatible with the General Plan.

Raney will incorporate the greenhouse gas emissions analysis into the air quality chapter in the EIR. In addition, Raney understands that the City of Pittsburg is currently in the process of preparing a Climate Action Plan. Raney will coordinate with the City to ensure that the Air Quality and GHG analysis is consistent with the Climate Action Plan, to the extent applicable.

d) Biological Resources

The Biological Resources chapter will include a description of the potential effects to plant communities, wildlife, and wetlands including adverse effects on rare, endangered, candidate, sensitive, and special-status species from build-out of the Faria Annexation project. The analysis will include potential impacts to common plant and animal species as well as special-status plants and animal species designated by the Department of U.S. Fish and Wildlife (USFWS), California Department of Fish and Wildlife (CDFW), and other resource agencies including the California Native Plant Society. In addition, this chapter will evaluate biological resources as identified by "waters of the United States" and regulated by the U.S. Army Corps of Engineers as well as "waters of the State" regulated by the California Regional Water Quality Control Board and CDFW. The chapter will be based upon a biological resources report to be provided by the applicant. Raney will review the report to ensure that all CEQA issues have been adequately and accurately addressed. In addition, Raney will rely on information contained in the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) as well as the Special Status Plant Survey for the nearby San Marco Meadows project. Raney understands that the proposed Interim Study Overlay District requires approval of an In-Lieu Fee Agreement by CDFW and USFWS.

Raney will review the Draft Study Plan and associated policies to ensure that all HCP/NCCP related requirements are met. The chapter will include identification of the thresholds of significance, identification of impacts, and the development of mitigation measures and monitoring strategies.

e) Geology, Soils & Seismicity

The Geology, Soils & Seismicity chapter of the EIR will summarize the setting and describe the potential effects from earthquakes, liquefaction, and expansive soils, as well as identify any unique geological features within the project area. Raney will rely on the Geology and Soils report to be provided by the applicant. Raney will review the Geology and Soils report to ensure that all CEQA issues have been adequately and accurately addressed. In addition, Raney will rely on information drawn from the City of Pittsburg General Plan, including the Health and Safety Element, and the General Plan EIR for analysis.

f) Hazards & Hazardous Materials

The Hazards & Hazardous Materials chapter of the EIR will summarize the setting and describe any potential existing hazards or hazardous materials within the project area due to pesticides or the nearby Naval Weapons Station, as well as any potential hazards or hazardous materials as a result of the proposed project. Raney will rely on information from any existing Phase I Environmental Site Assessments provided by the applicant, as well as information from the Pittsburg General Plan, and General Plan EIR. This chapter will include an analysis of the existing setting, identification of the thresholds of significance, identification of impacts, and the development of mitigation measures and monitoring strategies.

g) Hydrology / Water Quality

This chapter will summarize setting information and identify potential impacts on irrigation drainage, storm water drainage, flooding, groundwater, seepage, and water quality. The chapter will be based upon a Hydrology and Water Quality report to be provided by the applicant. In addition, Raney will rely on information from the City of Pittsburg General Plan, including the Resource Conservation Element, the General Plan EIR, the NPDES Clean Water Program, and any ordinances related to water quality. This chapter will include an analysis of the existing setting, identification of the thresholds of significance, identification of impacts, and the development of mitigation measures and monitoring strategies.

h) Land Use and Planning

The Land Use and Planning chapter will evaluate the consistency of the proposed project with the City of Pittsburg's adopted plans and policies, as well as any applicable City of Antioch and Contra Costa County policies. Raney will review the Pittsburg General Plan and Zoning Ordinance, including any existing ordinances or policies related to ridgeline/hillside development (e.g. General Plan policy 2-P-94), as well as the Draft Study Plan for Faria/Southwest Hills Reclassification, Proposed SOI Expansions IS/MND, LAFCo policies and standards, Urban Limit Line as approved by City of Pittsburg voters and voter approved initiative, and any other relevant

planning documents to address consistency issues. The chapter will further assess the compatibility of the proposed project with the surrounding land uses, both existing and proposed.

i) Noise

The Noise chapter of the EIR will be based on a technical report prepared by j.c. brennan & associates, inc., under contract with Raney (please see Appendix B for a complete scope). j.c. brennan & associates' analysis will include evaluation of the existing noise level environment, traffic noise impacts due to and upon the proposed project site, and short-term construction noise and vibration levels. The existing ambient noise environment will be established by conducting background noise level measurements on the project site and the surrounding vicinity, including 24-hour noise level measurements along Bailey Road. Peak-hour traffic levels will be determined based upon the 24-hour noise level measurements. The analysis of traffic noise impacts on the project site will be evaluated at a program-level, utilizing the Federal Highway Administration (FHWA RD77-108) traffic noise prediction model, to provide generalized noise contours associated with traffic and typical noise setbacks. In addition, potential construction noise and vibration levels will be assessed for the project site and adjacent uses. J.c. brennan & associates will further compare the project's exterior noise levels for compliance with the exterior and interior noise level criteria contained within the City of Pittsburg General Plan Noise Element and Noise Ordinance, as well as to existing levels. Feasible mitigation measures and monitoring strategies will be developed, as appropriate.

j) Public Services and Utilities

This chapter will summarize setting information and identify potential new demand for public services, including water, sewer, energy, fire, police, and schools. Raney will rely on the Hydrology and Water Quality Report to be provided by the applicant as well as on information contained in the Public Facilities and Resource Conservation Elements of the Pittsburg General Plan, the General Plan EIR, Municipal Service Review (MSR), and the Proposed SOI Amendments IS/MND for analysis. Raney will review the technical report provided by the applicant to ensure that all CEQA issues have been adequately and accurately addressed. In addition, Raney will consult with the appropriate City and other agencies, including but not limited to the Contra Costa Water District (CCWD), the Delta Diablo Sanitation District (DDSD), and the Fire Protection District, in order to address public services and obtain the most recent information. This chapter will include an analysis of the existing setting, identification of the thresholds of significance, identification of impacts, and the development of mitigation measures and monitoring strategies in sufficient detail to provide adequate information for LAFCo.

k) Transportation, Traffic, and Circulation

The Transportation, Traffic, and Circulation chapter of the EIR will be based on a technical report, prepared by Kimley-Horn and Associates, Inc. (KHA), under contract with the Raney (please see Appendix C for a complete scope). The traffic chapter will consider the impacts of the project on intersections and roadway system

elements within the project vicinity; including existing conditions, existing plus project traffic conditions, cumulative conditions without the project, and cumulative conditions plus project traffic scenarios. KHA will analyze existing traffic conditions utilizing current AM and PM peak hour traffic counts and freeway and ramp volumes to establish baseline conditions. Project trip generation, distribution, and assignment will be developed utilizing trip generation rates contained in the current ITE Trip Generation manual and the CCTA 2030 forecast model. KHA will then evaluate existing plus project traffic volumes to determine levels of service at study intersections, freeway segments, and ramp merge/diverge areas. Cumulative (without project) AM and PM peak hour traffic conditions will be generated from CCTA data using a Furness process according to standard industry practice and analyzed. Cumulative Plus Project conditions will also be analyzed to determine the increase in traffic volumes within the study area due to the proposed project. KHA proposes to include the following study intersections, freeway segments, and ramp merge/diverge areas in the analysis:

Study Intersections

1. Avila Road/Willow Pass Road
2. EB SR-4 Ramps/Willow Pass Road
3. WB SR-4 Ramps/Willow Pass Road
4. Rio Verde Circle/San Marcos Boulevard
5. Santa Teresa Drive/San Marcos Boulevard
6. Leland Road/San Marcos Boulevard
7. EB SR-4 Ramps/San Marcos Boulevard
8. WB SR-4 Ramp/San Marcos Boulevard
9. Willow Pass Road/Port Chicago Highway
10. Willow Pass Road/Baily Road
11. Willow Pass Road/Loftus Road
12. EB Willow Pass Road/Range Road
13. WB Willow Pass Road/Range Road
14. Willow Pass Road/Railroad Avenue
15. Leland Road/Alves Ranch Road
16. Leland Road/Southwood Drive
17. Leland Road/Bailey Road
18. Maylard Street/Bailey Road
19. EB SR-4 Ramps/Bailey Road
20. WB SR-4 Ramp/Bailey Road
21. Canal Road/Bailey Road
22. Leland Road/Chestnut Drive
23. Leland Road/Jacqueline Drive
24. Leland Road/San Remo Way
25. Leland Road/Range Road
26. Leland Road/Dover Way
27. Leland Road/Burton Avenue
28. Leland Road/Crestview Drive
29. Leland Road/Railroad Avenue

30. EB SR-4 Ramps/Railroad Avenue
31. WB SR-4 Ramp/Railroad Avenue
32. Willow Pass Road/Olivera Road
33. Concord Boulevard/Farm Bureau Road
34. Concord Boulevard/Bailey Road
35. Clayton Road/Babel/Lane
36. Clayton Road/Farm Bureau Road
37. Clayton Road/Treat Boulevard
38. Clayton Road/Bailey Road
39. Cowell Road/Treat Boulevard

Highway Segments

40. NB and SB SR-242 between I-680 and Clayton Road
41. NB and SB SR-242 between Clayton Road and Concord Avenue
42. NB and SB SR-242 between Concord Avenue and Grant Street
43. NB and SB SR-242 between Grant Street and Olivera Road
44. NB and SB SR-242 between Olivera Road and SR-4
45. EB and WB SR-4 between SR-242 and Solano Way
46. EB and WB SR-4 between Solano Way and SR-242
47. EB and WB SR-4 between SR-242 and Port Chicago Highway
48. EB and WB SR-4 between Port Chicago Highway and Willow Pass Road
49. Road
50. 10.EB and WB SR-4 between Willow Pass Road and San Marco Boulevard
51. Boulevard
52. EB and WB SR-4 between San Marco Boulevard and Bailey Road
53. EB and WB SR-4 between Bailey Road and Railroad Avenue

Freeway Ramp Merge/Diverge Areas

54. EB SR-4/Willow Pass Off-Ramp
55. EB SR-4/Willow Pass On-Ramp
56. WB SR-4/Willow Pass Off-Ramp
57. WB SR-4/Willow Pass On-Ramp
58. EB SR-4/San Marco Boulevard Off-Ramp
59. EB SR-4/SB San Marco Boulevard On-Ramp
60. EB SR-4/NB San Marco Boulevard On-Ramp
61. WB SR-4/San Marco Boulevard Off-Ramp
62. WB SR-4/NB San Marco Boulevard On-Ramp
63. WB SR-4/SB San Marco Boulevard On-Ramp
64. EB SR-4/SB Bailey Road Off-Ramp
65. EB SR-4/NB Bailey Road Off-Ramp
66. EB SR-4/Bailey Road On-Ramp
67. WB SR-4/NB Bailey Road Off-Ramp
68. WB SR-4/SB Bailey Road Off-Ramp
69. WB SR-4/Bailey Road On-Ramp

MTSO and Multi-Modal evaluations will also be included in the traffic analysis. Raney will review the traffic study to ensure that all CEQA issues have been adequately addressed. The chapter will also include standards of significance and methods of analysis, and will describe the impacts associated with the traffic and will propose mitigation to reduce the level of impacts, if feasible. Emergency access, transit, pedestrian, and bicycle facilities will also be discussed.

Each of the technical chapters will include an introduction, environmental setting, regulatory setting, method of analysis, and standards of significance. The method and criteria used for determining the adverse impacts for each of these technical issues will be clearly and explicitly described in the respective chapters of the EIR, including any assumptions, models, or modeling techniques used in the analyses. The determination of impacts will be based on (a) thresholds of significance drawn from the standards used in similar EIRs in the region and (b) from the technical studies prepared for the proposed project, and will be refined in consultation with City staff. For each significant impact, feasible mitigation measures, if available, will be identified and the level of significance after mitigation will be stated. Mitigation measures will identify the timing of the mitigation and the entities responsible for implementation. Cumulative impacts and mitigation measures will also be addressed within each technical chapter and include the impact, mitigation, and level of significance after mitigation. Each impact in the EIR will be numbered, as will the corresponding mitigation measures. Cross-references will be provided where necessary. The effectiveness and feasibility of mitigation measures will be discussed.

Task 2.1.3 Statutorily Required Sections

The Statutorily Required Sections chapter of the EIR will summarize potentially significant, unavoidable, significant irreversible, growth-inducing, and cumulative impacts. The chapter will summarize the cumulative impacts that will be contained in each technical section and will be qualitative in nature.

Task 2.1.4 Alternatives to the Proposed Project

The EIR will include an Alternatives analysis. The alternatives chapter will evaluate, at a minimum, three alternatives, including the No Project Alternative. Alternatives will be selected when more information related to project impacts is available so the alternatives can be designed to reduce significant project impacts. Any additional alternatives shall be developed in consultation with the City of Pittsburg staff during preparation of the Administrative Draft EIR to respond to identified significant impacts. The Alternatives chapter will describe the alternatives and identify the environmentally superior alternative. The alternatives will be analyzed at a level of detail less than that of the proposed project; however, the analyses will include sufficient detail to allow a meaningful comparison of the impacts. The Alternatives chapter will also include a section of alternatives considered but dismissed. A matrix comparing the impacts of the proposed project to the three alternatives will also be included.

TASK 2.1 PRODUCTS

- One (1) electronic copy in Word of the Administrative Draft EIR in individual chapters to the City for review.
- One (1) electronic copy in PDF format of the complete Administrative Draft EIR.

Task 2.2 Prepare Screencheck Draft and Draft EIR

Objective

The objective of this task is to edit the Administrative Draft EIR based on the comments received, to prepare a Screencheck Draft EIR, and to distribute and process the Draft EIR for public review.

Approach

After City staff has reviewed the Administrative Draft EIR, Raney will attend one (1) working meeting with the City staff as necessary to discuss City comments on the Administrative Draft EIR. Raney will also be available for conference calls, as needed, to discuss City edits.

Raney will respond to one consolidated set of City comments on the Administrative Draft EIR and incorporate City comments in the form of a Screencheck Draft EIR. If desired, Raney will provide the comments in a “strike-through – underline” format to assist with the final check of the document.

Raney will respond to additional comments from the City on the Screencheck Draft EIR (anticipated to only require editorial or other “non-substantive” changes) and will prepare the document for the required 45-day public review period. Raney will provide the City with one (1) bound copy of the complete Draft EIR with appendices, and one (1) unbound copy. In addition, Raney will provide one (1) electronic copy in PDF form of the consolidated Draft EIR and one (1) PDF copy of the Draft EIR in individual chapters. Raney assumes the City will distribute the Draft EIR in accordance with CEQA requirements. Raney will prepare the Notice of Availability (NOA) of the Draft EIR for the City to publish and post in accordance with CEQA. Raney will prepare the Notice of Completion and deliver, along with 15 copies of the Draft EIR, to the State Clearinghouse.

Raney will attend one (1) public hearing during the 45-day public review period to receive comments on the Draft EIR. Raney will assist the City as necessary with preparation of the appropriate noticing and staff reports.

TASK 2.2 PRODUCTS

- One (1) meeting with City staff as necessary to discuss comments on the ADEIR and conference calls, as needed.
- One (1) electronic copy in Word of the Screencheck Draft EIR for City review.
- One (1) bound hard copy and one (1) unbound hard copy of the Draft EIR, including appendices.
- One (1) electronic copy of the consolidated Draft EIR in PDF format, including appendices.
- One (1) electronic copy of the Draft EIR in PDF format in individual chapters, including appendices.
- Notice of Availability preparation.
- Notice of Completion and fifteen (15) copies of the Executive Summary, together with fifteen (15) CD copies of DEIR delivered to State Clearinghouse.
- Attendance at one (1) public hearing to record comments on the DEIR, if requested by the City.

TASKS 3.1-3.4: PREPARE ADMINISTRATIVE FINAL & FINAL EIR

Task 3.1 Prepare Administrative Final EIR

Objective

The objective of this task is to prepare an Administrative Final EIR containing written responses to all comments received during the 45-day public review period.

Approach

After the public comment period for the Draft EIR has closed, Raney will meet with City staff to review all comments received and determine the appropriate written responses to the comments on the Draft EIR received during the public review period. These comments and responses will be compiled into an Administrative Final EIR for review by the City of Pittsburgh. The EIR will include a list of persons, organizations, and agencies commenting on the EIR. Raney does not anticipate that these comments will raise new issues, or that new surveys or technical studies will be required to complete adequate responses. Further, Raney assumes that the amount and nature of comments can be addressed within the hours shown in the budget spreadsheet. Given the controversial nature of the project and the number of comments that were received on the 2010 IS/MND, Raney has budgeted for a total of up to 250 individual bracketed comments. Should more time be needed to respond to additional comment letters, Raney will initiate discussions immediately with City staff to conduct this extra work. The Administrative Final EIR will consist of comments on the Draft EIR and responses to all comments on the Draft EIR. Changes in the Draft EIR text necessitated by the comments will also be provided and summarized on an errata sheet.

TASK 3.1 PRODUCTS

- Meeting with City staff to review comments received and discuss approach.
- One (1) electronic copy in Word of the Administrative Final EIR for City review.

Task 3.2 Prepare Mitigation and Monitoring Plan (MMP)*Objective*

The objective of this task is to prepare a Mitigation and Monitoring Plan (MMP) based on the standard City of Pittsburgh format.

Approach

To comply with Public Resources Code Section 21081.6, Raney will prepare a Mitigation and Monitoring Program (MMP) for adoption by the City of Pittsburgh. The MMP will incorporate standard monitoring mechanisms in order to assist the City of Pittsburgh and the project team in meeting the intent of CEQA. The MMP will be in table format, and will specify mitigation measures, standards of success, parties responsible for implementing and monitoring, funding source(s), and timing. The MMP will be provided to the applicant and the City with the Administrative Final EIR, thereby allowing the applicant and the City to provide comments, which would subsequently be incorporated into the MMP in the Final EIR.

TASK 3.2 PRODUCTS

- One (1) electronic copy in Word of the MMP as a component of the Administrative Final EIR to City staff for review.

Task 3.3 Prepare Screencheck and Final EIR*Objective*

The objective of this task is to revise the Administrative Final EIR and prepare a Screencheck Final EIR in order to provide a thorough, responsive Final EIR.

Approach

Raney will meet with the City of Pittsburgh staff to discuss revisions to the Administrative Final EIR. Upon receiving comments on the Administrative Final EIR, Raney will revise the Administrative Final EIR document and submit a Screencheck Final EIR to the City prior to printing. The Final EIR will be provided to the City by Raney at least ten days prior to the EIR Certification Hearings. Raney will work with the City and prepare all required noticing. In addition, should the project be approved, Raney will prepare a Notice of Determination (NOD) for City filing.

TASK 3.3 PRODUCTS

- One (1) electronic copy in Word of the Screencheck Final EIR for City review.
- One (1) bound hard copy and one (1) unbound hard copy of the Final EIR, including appendices.
- One (1) electronic copies of the consolidated Final EIR in PDF format, including appendices.
- One (1) electronic copy of the Final EIR in PDF format in individual chapters, including appendices.
- One (1) copy of the NOD to City staff.

Task 3.4 Prepare Findings of Fact, Statement of Overriding Considerations, and Notice of Determination*Objective*

The objective of this task is to prepare the required Findings of Fact, Statement of Overriding Considerations (FOF/SOC) and Notice of Determination (NOD) for approval by the City of Pittsburgh, as necessary.

Approach

Raney will prepare the FOF/SOC pursuant to CEQA, and will incorporate information regarding the project's environmental impacts disclosed in the EIR. In addition, the FOF/SOC will provide the appropriate language to dismiss the project alternatives not selected. Raney will also provide proposed language on the overriding considerations, if necessary, which describes the benefits of the project that would outweigh any adverse environmental effects, if any. Raney anticipates submitting the FOF/SOC in conjunction with the Administrative Final EIR. Raney further anticipates that the City Attorney would review and provide feedback on the adequacy of the FOF/SOC.

TASK 3.4 PRODUCTS

- One (1) electronic copy in Word of the administrative draft FOF/SOC to City staff with Administrative Final EIR.

Task 4.1 Project Management, Meetings, and Hearings*Objective*

The objective of this task is to ensure close, extensive coordination and interaction with City staff throughout the preparation of the environmental document, and to participate in the public hearings on the EIR.

Approach

Ms. Cindy Gnos, AICP and Vice President of Raney, will serve as the EIR Project Director and will be responsible for overseeing preparation of the environmental document. Division Manager Rod Stinson will serve as the EIR Project Manager. The EIR Project Manager is responsible for

handling the day-to-day activities of the EIR preparation, coordinating with the City and the technical consultants, and responding to staff inquiries about the EIR and the process. In addition, the Project Manager is responsible for coordinating with the project team to ensure that deliverables are completed on time and within budget. Ms. Gnos and Mr. Stinson will be assisted throughout the environmental review process by President Tim Raney, AICP and Associate staff. Raney anticipates regular phone and e-mail communications with City staff, project stakeholders, and pertinent County, State, and local agencies throughout the processing and preparation of the EIR.

Raney will be available to assist the City, including attending and/or facilitating project meetings, as necessary. In addition, Raney will attend public hearings on the EIR, including Planning Commission Hearing(s) and City Council Hearing(s), as directed by the City. Raney will prepare all necessary materials for public meetings and hearings.

Raney anticipates attending up to four (4) progress meetings (conference calls) with City staff on the project and up to four (4) public hearings, including City Council and Planning Commission, as directed by the City. Raney will prepare any necessary noticing and materials prior to the meetings, attend the meetings, make presentations, and answer questions and respond to comments as needed. Attendance at additional meeting and hearings could easily be accommodated and would be billed at time-and-materials. In addition, Raney assumes extensive e-mail and phone conversations throughout preparation of the EIR.

TASK 4.1 PRODUCTS

- Coordination, assistance, and project management throughout the process, including assistance with public facilitation of the project.
- Attendance at up to four (4) meetings with City staff.
- Attendance at up to four (4) public meetings/hearings, including Planning Commission and City Council.
- Regular in person, phone, and e-mail communication with City staff throughout the preparation of the EIR.

III. Schedule

The attached tentative schedule is based on experience preparing similar documents. This schedule could be lengthened or shortened, depending on the needs of the City of Pittsburg and will be finalized at the Project Initiation meeting. Factors that could lengthen or shorten the schedule include dates of receipt of project information (including information from the applicant), length of document reviews and unanticipated issues arising from City staff, the project team, or public review of the environmental documents.

Tentative Schedule PITTSBURG FARIA ANNEXATION EIR	
MILESTONES & CRITICAL PATH	DATE
Notice To Proceed	To Be Determined
Project Initiation Meeting	Week of Notice to Proceed
Submit Project Description to City for Review	Two (2) weeks
Receive edits on Project Description	One (1) week
Submit Initial Study for Review	Two (2) weeks
Receive edits on Initial Study	One (1) week
Submit NOP to City for Review	One (1) week
Receive edits on NOP	One (1) week
NOP Public Review Period (30 days)	Thirty (30) days
NOP Public Scoping Meeting	During Public Review Period
Receipt of All Technical Studies	Eight (8) Weeks from NTP
Submit Administrative Draft EIR to City for Review	Thirty (30) Days from Close of NOP Public Review Period
Receipt of City Comments on Administrative Draft EIR	Two (2) weeks
Submit Screencheck Draft EIR to City for Review	One (1) week
Receipt of City Comments on Screencheck Draft EIR	One (1) week
Public Review Period of Draft EIR (45 Days)	Forty-Five (45) Days
Submit Administrative Final EIR and FOF/SOC to City for Review	Four (4) weeks
Receipt of City comments on Administrative Final EIR	Two (2) weeks
Submit Screencheck Final EIR to City for Review	One & Half (1.5) weeks
Receipt of City comments on Screencheck Final EIR	One (1) week
Public Review Period of Final EIR (10 Days)	Ten (10) Days
Planning Commission Hearing(s)	To Be Determined
City Council Hearing(s)	To Be Determined

IV. Cost Proposal

The cost for completion of the Pittsburgh Faria Annexation EIR is not to exceed \$210,581. The tasks are summarized in the Technical Scope of Services of this proposal and costs by task are shown in the attached spreadsheet. These costs are based on the estimates of time for each task provided in the chart on the following page. Costs for the EIR preparation will be billed on a not-to-exceed basis, following Raney standard billing rates included in the attached spreadsheet. It should be noted; however, as indicated below, that the cost for the preparation of the Final EIR is based upon the receipt of a reasonable number of comments on the Draft EIR. Should the comments be excessive or require additional technical analysis, Raney would negotiate with the City immediately to determine a reasonable cost for completion of the Final EIR. The following assumptions were used in the calculations:

- Raney will attend meetings with the City staff, as well as public hearings as described in the scope of work. Raney assumes that the number of meetings required will be achieved within the hours allocated in the attached spreadsheet. Additional meetings and hearings are easily accommodated and will be billed on a time-and-materials basis, as directed.
- Raney costs are based on the assumption that the existing data and information for the City of Pittsburgh and the proposed project area is accurate and current and will be available for the preparation of the proposed environmental documents.
- Specific amounts of time for revisions to the Screencheck Draft EIR, Screencheck Final EIR, and Mitigation and Monitoring Program have been assumed. Raney expects that responding to comments will not exceed the budgeted time. If unanticipated comments result in additional time beyond that which has been budgeted, those items will need to be renegotiated.
- Raney will provide to the City of Pittsburgh the number of copies of the documents as indicated in the technical scope of services. The cost estimate for copying is an estimate only and will be billed at actual cost.
- Raney assumes that once a Notice to Proceed is issued, the preparation of the environmental documents would be a continuous process without excessive delays. Raney would propose to renegotiate the contract with respect to schedule and cost should substantial delays occur in the processing of the proposed project.
- Factors that would increase the scope of work and estimated costs outlined in the proposal include: attendance at additional public meetings; printing of additional copies of reports; analysis of additional issues above those discussed in this proposal or a more detailed level of analysis than described in this proposal; changes in the project requiring reanalysis or rewriting of report sections; collection of data required for the environmental documents beyond that described in this proposal; attendance at additional in-house meetings beyond those budgeted; and excessive comments on the environmental documents. Raney would propose to renegotiate these items, if required, or charge on a time-and-materials basis.

PROPOSED COST ESTIMATE					
FARIA ANNEXATION EIR					
		Cindy Gnos, AICP Vice President	Rod Stinson Division Manager	Associate	Cost Per Task
Task 1.1	Project Initiation	4	6		\$ 1,450
Task 1.2	Project Description	1	4	8	\$ 1,420
Task 1.3	Prepare Initial Study	2	4	24	\$ 3,020
Task 1.4	Prepare NOP	1	2	8	\$ 1,150
Task 2.1	Prepare Administrative Draft EIR	8	12	30	\$ 5,600
	Technical Sections				
Task 2.1.1	Summary, Introduction, Project Description		2	12	\$ 1,350
Task 2.1.2	Environmental Setting, Impacts, Mitigation Measures				\$ -
	a Aesthetics	2	6	20	\$ 2,930
	b Agricultural Resources	2	6	18	\$ 2,750
	c Air Quality & Greenhouse Gases	2	12	32	\$ 4,820
	d Biological Resources	2	8	18	\$ 3,020
	e Geology, Soils, and Seismicity	2	6	22	\$ 3,110
	f Hazards & Hazardous Materials	6	6	22	\$ 3,750
	g Hydrology/Water Quality	4	8	28	\$ 4,240
	h Land Use & Planning	8	4	32	\$ 4,700
	i Noise	2	10	20	\$ 3,470
	j Public Services & Utilities	4	8	32	\$ 4,600
	k Transportation, Traffic, & Circulation	4	10	26	\$ 4,330
	Other Sections				
Task 2.1.3	Statutorily Required Sections		8	8	\$ 1,800
Task 2.1.4	Alternatives Analysis	4	8	24	\$ 3,880
Task 2.2	Prepare Screencheck & Draft EIR	6	12	24	\$ 4,740
Task 3.1	Prepare Administrative Final EIR	12	16	80	\$ 11,280
Task 3.2	Prepare MMP	1	6	8	\$ 1,690
Task 3.3	Prepare Screencheck & Final EIR	6	10	20	\$ 4,110
Task 3.4	Prepare FOF/SOC & NOD	2	6	14	\$ 2,390
Task 4.1	Project Management, Meetings & Hearings	40	60		\$ 14,500
	Total Hours	125	240	530	
	Hourly Rate	\$ 160	\$ 135	\$ 90	
	Total EIR Labor	\$ 20,000	\$ 32,400	\$ 47,700	\$ 100,100
	Sub-Consultant/Expenses				\$ 110,481
	Copying/Printing (estimate only; will be billed at cost)			\$ 9,000	
	Misc (Travel/fax/phone)			\$ 800	
	Sub-Consultant - Noise Analysis			\$ 6,023	
	Sub-Consultant - Traffic Peer Review			\$ 84,615	
	10% administrative fee			\$ 10,044	
Total Budget					\$ 210,581

Appendix A

Raney Resumes

TIM RANEY, AICP

President

Mr. Raney has more than 20 years of local government, planning, and CEQA/NEPA experience, during which he has actively managed many of the regions most controversial projects.

EDUCATION

Graduate Studies,
Agricultural Economics
University of California,
Davis

B.S., Agricultural and
Managerial Economics
University of California,
Davis

AFFILIATIONS

American Institute of
Certified Planners
(AICP)
American Planning
Association (APA)
Sacramento Metro
Chamber

PRESIDENT

Raney Planning & Management, Inc. (April 1999 – Present)

As President of Raney, Mr. Raney provides a wide range of planning, management, and economic development services to public and private sector clients. Mr. Raney specializes in project coordination and management, CEQA processing and documentation, land use analysis, business district information, and public facilitation. With years of planning experience, he has developed a diverse and expanding network of clients, including developers, agency representatives, and state and local decision-makers. His diverse background enables him to advise his clients on effective strategies regarding government permitting processing, public involvement, and agency coordination. Mr. Raney provides quality client services, ensuring legally and procedurally accurate documentation while strictly adhering to all schedules and budgets.

COMMUNITY DEVELOPMENT DIRECTOR

City of Wheatland (2004 – Present)

As the Community Development Director for the City of Wheatland, Mr. Raney provides professional guidance and technical assistance to the City Manager, City Council, Planning Commission, and the public regarding immediate and long-range planning while working extensively with the development community, local business owners, and community residents. Mr. Raney monitors City growth and oversees implementation of the City's General Plan, processing of development applications, and makes recommendation to City Council regarding applications and development projects. Over the past 4 years, Mr. Raney has been instrumental in developing the City's Infrastructure Work Program, Community Vision, and Capital Improvement Program as well as developing and implementing the City's General Plan.

COUNCILMEMBER/MAYOR

City of Citrus Heights, CA (1997 – 2002)

Elected to serve on the first City Council, Mr. Raney was instrumental in creating the initial government structure of the City of Citrus Heights. While on City Council, Mr. Raney participated in the preparation and adoption of the City's first General Plan as well as developing a city staff to be responsible for its implementation. Mr. Raney served as Mayor of Citrus Heights in 2000 winning numerous awards for his exceptional leadership skills. This experience behind the dais has given Mr. Raney the ability to understand projects from a variety of perspectives, thereby allowing him to provide a unique skill set to Raney's clients.

PROJECT MANAGER/LAND USE PLANNER

EIP Associates (April 1993 – May 1995, November 1996 – March 1999)

INDEPENDENT CONTRACTOR/OWNER

Raney Consulting (June 1995 – November 1996)

PROJECT MANAGER/LAND USE PLANNER

City of Sacramento, CA (September 1990 – April 1993)

PROJECT MANAGER

Buzz Oates Enterprises/Massie & Co. (April 1988 – September 1990)

CINDY GNOS, AICP
Vice President

EDUCATION

Graduate Studies,
Public Policy
Administration
California State
University, Sacramento

B.S., City and Regional
Planning
California Polytechnic
State University, San
Luis Obispo

AFFILIATIONS

American Institute of
Certified Planners
(AICP)
American Planning
Association (APA)

Ms. Gnos brings to Raney Planning & Management a wide range of public sector planning, management, and economic development services. Ms. Gnos specializes in land use analysis, project coordination and management, public facilitation, and CEQA processing and documentation. With nearly twelve years of public sector planning experience, she has developed an understanding of the diverse aspects of planning and community development within local governments. Her background enables her to advise clients on effective strategies regarding government permit processing, public involvement, and agency coordination.

VICE PRESIDENT/DIVISION MANAGER

Raney Planning & Management, Inc. (April 2000 – Present)

As the principal contact for most of Raney's projects, Ms. Gnos provides high-quality, uniquely personal services to Raney's clients. Serving as Project Manager for many of Raney's projects, Ms. Gnos is exceptionally organized and skilled at providing project management services to Raney's clients. In addition to project management, Ms. Gnos is responsible for the quality and content of Raney's documents, thoroughly reviewing every document before sending it out for client review. Ms. Gnos provides the energy that keeps the Raney team running in top condition, thereby ensuring that its clients receive the very best of what Raney has to offer.

SENIOR PLANNER

City of Dixon, CA (November 1994– March 2000)

Ms. Gnos served as a planner for the City of Dixon, overseeing the planning, environmental review, and development of numerous residential, commercial, and industrial projects. Ms. Gnos coordinated the City of Dixon's downtown revitalization efforts through the management of the creation of the Dixon Downtown Revitalization Plan, and through personal participation in special downtown events. She implemented the Downtown Facade Improvement Program using Redevelopment funds. Ms. Gnos also oversaw the Community Development Block Grant (CDBG) Program for the City of Dixon which included Planning/Technical Assistance Grants and a Business Revolving Loan Fund. Ms. Gnos served as the housing coordinator for implementation of the City's Housing Element, including the use of Redevelopment Funds and HOME funds in a first-time homebuyer program.

ASSOCIATE PLANNER

City of Sacramento, CA (October 1988 – November 1994)

As a land use planner for the City of Sacramento, Ms. Gnos was responsible for processing development applications. This included pre-application meetings, environmental review, coordination with the City, developer, and neighborhoods, as well as reports and presentations to the Planning Commission and City Council. During her tenure at the City of Sacramento, she also chaired the Subdivision Review Committee.

ROD STINSON

Division Manager / Air Quality Specialist

EDUCATION

B.S., Forestry and
Natural Resources
California Polytechnic
State University, San
Luis Obispo

CERTIFICATIONS

Certified in River
Restoration and Natural
Channel Design.

AFFILIATIONS

Sacramento Metro
EDGE

Mr. Stinson brings to Raney Planning & Management, Inc. his technical writing and project management skills to every project. As Division Manager / Air Quality Specialist with Raney, Mr. Stinson assists Vice President Cindy Gnos and company President Tim Raney in the day-to-day management of the office, which includes overseeing the processing of various environmental and planning projects, management of office staff, and coordination with agency personnel and project applicants. In addition, Mr. Stinson serves as Raney's in-house Air Quality Specialist.

DIVISION MANAGER/AIR QUALITY SPECIALIST/ASSISTANT DIVISION MANAGER/SENIOR ASSOCIATE/ASSOCIATE

Raney Planning & Management, Inc. (May 2005 – Present)

Since June 2010, Mr. Stinson has worked under the title Division Manager / Air Quality Specialist and is responsible for assisting Vice President Cindy Gnos and company President Tim Raney in the day-to-day coordination of the Raney team and its efforts. Since arriving at Raney, Mr. Stinson has been involved in the writing of numerous EIRs and has served as the project manager for EIRs such as the Gilbert Property EIR in Oakley, CA; the Woodland Gateway Retail Center EIR in Woodland, CA; the Cathedral Square EIR in Sacramento, CA; and the Vernalis Mine West and East EIR in San Joaquin County, CA. Mr. Stinson has also managed and written numerous Initial Studies for cities including but not limited to, Wheatland, Woodland, Sacramento, Oakley, Brentwood, Gridley, and Clayton. In addition to CEQA documentation experience, Mr. Stinson has also provided environmental and land use planning services for various jurisdictions during his time at Raney, including extensive use of GIS in the analysis and presentation of data.

Mr. Stinson also serves as Raney's in-house Air Quality Specialist, preparing air quality and greenhouse gas analyses for Initial Studies and Environmental Impact Reports as well as air quality and greenhouse gas studies and health risk assessments for various private-sector clients. Mr. Stinson trained under Donald Ballanti, Certified Consulting Meteorologist for several years and has prepared over fifty air quality analyses for various public and private sector projects. Through his work with various air districts in the region, Mr. Stinson has become a leading expert in preparing air quality and greenhouse gas analyses.

Mr. Stinson is also actively involved in the Sacramento Metro Chamber as a recent graduate of the Leadership Class of 2012. As a part of the 2012 class project, Mr. Stinson participated in fundraising and outreach activities for the design and construction of the new Soil Born Farms outdoor classroom.

ESTIMATOR/ENVIRONMENTAL SPECIALIST

Thunder Mountain Enterprises, Inc. (October 2003 to May 2005)

Mr. Stinson began at Thunder Mountain Enterprises, Inc. preparing Stormwater Pollution Prevention Plans utilizing erosion and sediment control Best Management Practices. In this position Mr. Stinson was trained in AutoCAD and expanded his knowledge of hydrology and fluvial processes. After four months with the company Mr. Stinson was promoted to department head of the Estimating Department where he developed and managed procedures for the department. Mr. Stinson was tasked to develop new markets for the company while maintaining their existing workflow market. In addition, Mr. Stinson set the budgets for the 2004 and 2005 fiscal years as well as secured over \$600,000 of revenue in the first year of existence. As Estimator, Mr. Stinson performed sales, estimating, project management, and contract administration.

NICK PAPPANI
Senior Project Manager

EDUCATION

B.S., Wildlife Biology,
cum laude
California State
University, Humboldt

Mr. Pappani brings to Raney Planning & Management his technical writing and strong analytical skills to every project. Nick Pappani served as the Division Manager of Raney Planning & Management, Inc. for the past several years. Recently, Mr. Pappani has relocated to southern California to pursue a Ph.D. in a different vocational arena. As part of this transition Mr. Pappani has become Special Projects Manager with Raney, serving in various management capacities, with a continued presence in the Sacramento area. Mr. Pappani assists the core management team of Raney in the day-to-day management of special projects.

DIVISION MANAGER/SENIOR ASSOCIATE

Raney Planning & Management, Inc. (September 2002 – August 2010)

From January 2006 to August 2010, Mr. Pappani worked under the title Division Manager, being responsible for assisting Vice President, Cindy Gnos, and company President, Tim Raney, in the day-to-day coordination of the Raney team and its efforts. Since his arrival at Raney, Mr. Pappani has been involved in the writing of numerous EIRs and has served as the project manager for EIRs such as the Covell Village EIR and Target EIR in Davis, CA, the Woodland Gateway and Auto Center EIR in Woodland, CA, the Marseilles EIR in Brentwood, CA, as well as the Timberline at Auburn, Bohemia Retail, and Rancho Del Oro Estates EIRs in Placer County, CA. Mr. Pappani has also written several Initial Studies for Cities including but not limited to, Folsom, Woodland, Sacramento, Oakley, Brentwood, Stockton, and Clayton. In addition to CEQA documentation experience, Mr. Pappani has also provided planning services for various jurisdictions during his time at Raney, including but not limited to serving as a contract planner for the City of Wheatland, and Clayton, CA.

WILDLIFE TECHNICIAN

Grand Canyon National Park, AZ (May to August 1999 and 2000)

Mr. Pappani utilized his field research skills obtained at Humboldt State University to collect pertinent wildlife data for the Park Service. In addition to conducting numerous field studies for special-status species and keeping detailed records of all collected data, Mr. Pappani was appointed as crew leader in the absence of the acting crew leader, which involved appointing tasks to other staff and managing their workload.

FIELD TECHNICIAN

LBJ Enterprises, Eureka, CA (May to August 1998)

Mr. Pappani conducted research for an environmental consulting firm located in Eureka, CA. Mr. Pappani's primary duties included conducting detailed plant and animal surveys throughout Six Rivers National Forest. The animal surveys focused on detecting the presence/absence of the Federally Threatened Marbled Murrelet within Six Rivers National Forest.

Appendix B

Noise Scope



P.O. Box 6748 • Auburn, California 95604
263 Nevada Street • Auburn, California 95603
p.530.823.0960 • f.530.823.0961 • www.jcbrennanassoc.com

March 6, 2013

Jenny Taylor
Raney Planning & Management, Inc.
1501 Sports Drive
Sacramento, CA 95834

Subject: Faria Annexation Program Level EIR Noise Analysis

Dear Ms. Taylor:

Based upon our correspondence and the information you have provided, j.c. brennan & associates, Inc. is pleased to submit a proposal to prepare an acoustical analysis for the Faria Annexation Program Level EIR project in the City of Pittsburg, California. Based upon the tentative The following outlines our proposed tasks:

1. **Evaluation of the Existing Noise Environment:** j.c. brennan & associates, Inc. will conduct background noise level measurements on the project site and vicinity of the project site. The noise measurements will be conducted to establish the ambient noise environment and for comparison to the project noise levels. This will include conducting 24-hour noise measurements along Bailey Road, to establish the peak hour traffic noise levels as well as the 24-hour traffic noise levels.
2. **Evaluation of Traffic Noise Impacts Due to, and Upon the Project Site:** j.c. brennan & associates, Inc. will conduct an analysis of existing, existing + project, future, and future + project traffic noise levels. The analysis of traffic noise levels will include the impacts upon the project site, as well as impacts upon off-site land uses. The analysis of traffic noise impacts on the project site will be at a program level, and will provide generalized noise contours associated with traffic and typical noise setbacks. j.c. brennan & associates, Inc. will utilize the Federal Highway Administration (FHWA RD77-108) traffic noise prediction model.
3. **Analysis of Construction Noise and Vibration Levels:** j.c. brennan & associates, Inc. will assess the potential construction noise and vibration levels at the site and adjacent uses.
4. **Assessment of Compliance with the City's Noise Element Criteria:** j.c. brennan & associates will compare the exterior noise levels to the exterior and interior noise level criteria contained within the City of Pittsburg General Plan

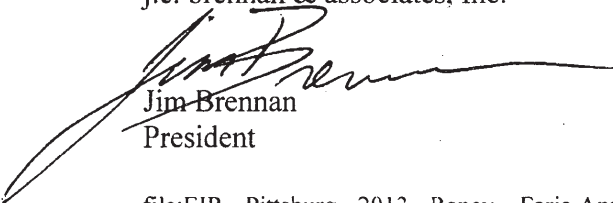
Noise Element, Noise Ordinance and to existing noise levels. If it is determined that the City's noise level criteria will be exceeded, generalized noise mitigation measures will be proposed for the project site.

5. **Preparation of a Written Report:** A revised written report for the project will be prepared, which details the assumptions and conclusion used for the analysis. The report will meet the requirements of the City of Pittsburg and CEQA. Appendices to the report will include all input and output files to the FHWA model, as well as measured noise level data collected for the project site.

We propose to provide the above-described services for a total fee of \$6,022.50, including expenses, based upon the attached cost analysis. Attendance at meetings outside our office, if required, will be charged based upon a rate of \$130 per hour, and expenses.

j.c. brennan & associates, Inc. maintains automobile, general, and professional liability insurance policies with one million dollars coverage each, and two million dollars aggregate. If you have any questions, please contact me in our Auburn office at (530) 823-0960.

Respectfully submitted,
j.c. brennan & associates, Inc.



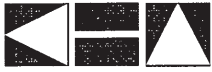
Jim Brennan
President

file:EIR - Pittsburg - 2013 - Raney - Faria Annexation

Faria Annexation Cost Estimate			
Task	Units	Cost/Unit	Total
1	16 hours	\$130/hour	\$2,080
	250 miles	\$0.55/mile	\$137.50
	1 Per Diem	\$200/day	\$200
2	8 hours	\$130/hour	\$1,040
3	2 hours	\$130/hour	\$260
4	4 hours	\$130/hour	\$520
5	8 hours	\$150/hour	\$1,200
	4 hours	\$130/hour	\$520
Administration	1 hour	\$65/hour	\$65
Total			\$6,022.50

Appendix C

Traffic Scope



Kimley-Horn
and Associates, Inc.

4 March 2013

Mr. Rod Stinson
Raney Planning & Management, Inc.
1501 Sports Drive
Sacramento, CA 95834

Suite 370
6130 Stoneridge Mall Road
Pleasanton, CA 94588-3279

Office: 925-398-4840
Fax: 925-398-4849

Re: Pittsburg Faria Annexation Traffic Impact Study

Dear Mr. Stinson:

Thank you for inviting Kimley-Horn and Associates, Inc. to perform transportation and traffic engineering services in conjunction with the proposed Faria Annexation near Pittsburg. Since our founding more than 45 years ago, traffic and transportation have been mainstays of our practice. Over the years we have completed thousands of traffic studies including numerous studies in Pittsburg and surrounding cities.

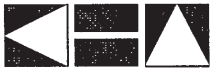
This letter is in accordance with your request, and constitutes a proposal setting forth our proposed Scope of Services, Schedule and Fee.

PROJECT UNDERSTANDING

It is proposed that approximately 600 acres be annexed into the City of Pittsburg. The land abuts the Concord Naval Weapons Station property and is pre-zoned for residential uses at a maximum of 1,500 units and open space. The project site was included in the 2005 voter-approved Urban Limit Line adjustment and subsequently incorporated into the City's Sphere of Influence.

The City of Pittsburg prepared an IS/MND for annexation of the project site in 2010. However, significant comments were received on the IS/MND and it was determined that an EIR needed to be prepared.

Because there is no tentative map or preliminary site plan available, it is assumed that the project will include up to 1500 single family residential



units and the area will have road connections to Bailey Road, San Marcos Boulevard, and Avila Road.

This proposal is to prepare a traffic impact study (for a program level EIR) to evaluate the current and anticipated traffic conditions at or near the project site and identify key intersections, roadways, and other transportation facilities where traffic operations may be impacted as a result of the annexation project.

SCOPE OF SERVICES

Kimley-Horn and Associates will prepare a traffic impact study for the proposed annexation expansion.

The traffic impact study will be based on the following development conditions:

- **Existing conditions** – Based on current traffic counts (i.e. 2013) and existing roadway geometry and traffic control.
- **Existing plus project traffic conditions** – Based on current traffic counts and existing roadway geometry and traffic control plus the traffic generated by the annexation.
- **Cumulative conditions without the project** – Based on future year traffic forecasts from the Contra Costa Transportation Authority (CCTA) 2030 model. Future year will correspond with the approximate buildout of the city's General Plan and include roadway projects anticipated to be complete at the cumulative horizon year.
- **Cumulative conditions plus project** – Based on CCTA traffic forecasts and traffic generated by the project.

Task 1 – Data Collection and Review

Several elements of information will be needed to complete the traffic analysis. Kimley-Horn will work with you and the city to receive the following:

- Inventory of existing street network and traffic signal operations.
- Traffic signal timing sheets
- Inventory of nearby transit, bicycle, and pedestrian facilities



- Existing Caltrans mainline and ramp volumes
- List of anticipated street improvements to be in place in the cumulative horizon year.
- Future year cumulative travel forecast information from the CCTA east County forecast model.

Because of the size of the proposed project, several intersections may be affected and will therefore be studied. It is assumed that the following intersections will be evaluated in this traffic study:

1. Avila Road/Willow Pass Road
2. EB SR-4 Ramps/Willow Pass Road
3. WB SR-4 Ramps/Willow Pass Road
4. Rio Verde Circle/San Marcos Boulevard
5. Santa Teresa Drive/San Marcos Boulevard
6. Leland Road/San Marcos Boulevard
7. EB SR-4 Ramps/San Marcos Boulevard
8. WB SR-4 Ramp/San Marcos Boulevard
9. Willow Pass Road/Port Chicago Highway
10. Willow Pass Road/Baily Road
11. Willow Pass Road/Loftus Road
12. EB Willow Pass Road/Range Road
13. WB Willow Pass Road/Range Road
14. Willow Pass Road/Railroad Avenue
15. Leland Road/Alves Ranch Road
16. Leland Road/Southwood Drive
17. Leland Road/Bailey Road
18. Maylard Street/Bailey Road
19. EB SR-4 Ramps/Bailey Road
20. WB SR-4 Ramp/Bailey Road
21. Canal Road/Bailey Road
22. Leland Road/Chestnut Drive
23. Leland Road/Jacqueline Drive
24. Leland Road/San Remo Way
25. Leland Road/Range Road
26. Leland Road/Dover Way
27. Leland Road/Burton Avenue
28. Leland Road/Crestview Drive
29. Leland Road/Railroad Avenue



30. EB SR-4 Ramps/Railroad Avenue
31. WB SR-4 Ramp/Railroad Avenue
32. Willow Pass Road/Olivera Road
33. Concord Boulevard/Farm Bureau Road
34. Concord Boulevard/Bailey Road
35. Clayton Road/Babel/Lane
36. Clayton Road/Farm Bureau Road
37. Clayton Road/Treat Boulevard
38. Clayton Road/Bailey Road
39. Cowell Road/Treat Boulevard

Level of service at signalized study intersections will be evaluated using CCTALOS methodology within TRAFFIX software. Stop controlled intersections will be evaluated using *Highway Capacity Manual 2000* unsignalized methodology from TRAFFIX software.

In addition, the following highway segments will also be studied.

1. NB and SB SR-242 between I-680 and Clayton Road
2. NB and SB SR-242 between Clayton Road and Concord Avenue
3. NB and SB SR-242 between Concord Avenue and Grant Street
4. NB and SB SR-242 between Grant Street and Olivera Road
5. NB and SB SR-242 between Olivera Road and SR-4
6. EB and WB SR-4 between SR-242 and Solano Way
7. EB and WB SR-4 between Solano Way and SR-242
8. EB and WB SR-4 between SR-242 and Port Chicago Highway
9. EB and WB SR-4 between Port Chicago Highway and Willow Pass Road
10. EB and WB SR-4 between Willow Pass Road and San Marco Boulevard
11. EB and WB SR-4 between San Marco Boulevard and Bailey Road
12. EB and WB SR-4 between Bailey Road and Railroad Avenue

Level of service on freeway segments will be evaluated using *Highway Capacity Manual 2000* methodology per the *Caltrans Guide to the Preparation of Traffic Impact Studies*.



In addition, the following freeway ramp merge and diverge areas will be studied:

1. EB SR-4/Willow Pass Off-Ramp
2. EB SR-4/Willow Pass On-Ramp
3. WB SR-4/Willow Pass Off-Ramp
4. WB SR-4/Willow Pass On-Ramp
5. EB SR-4/San Marco Boulevard Off-Ramp
6. EB SR-4/SB San Marco Boulevard On-Ramp
7. EB SR-4/NB San Marco Boulevard On-Ramp
8. WB SR-4/San Marco Boulevard Off-Ramp
9. WB SR-4/NB San Marco Boulevard On-Ramp
10. WB SR-4/SB San Marco Boulevard On-Ramp
11. EB SR-4/SB Bailey Road Off-Ramp
12. EB SR-4/NB Bailey Road Off-Ramp
13. EB SR-4/Bailey Road On-Ramp
14. WB SR-4/NB Bailey Road Off-Ramp
15. WB SR-4/SB Bailey Road Off-Ramp
16. WB SR-4/Bailey Road On-Ramp

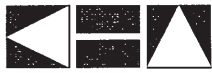
Level of service for freeway ramp merge and diverge areas will be evaluated using *Highway Capacity Manual 2000* methodology per the *Caltrans Guide to the Preparation of Traffic Impact Studies*.

Locations of study Intersections, ramp merge and diverge areas, and freeway segments are shown on the attached map.

Kimley-Horn will collect weekday AM and PM peak period intersection turning movement counts on Tuesday, Wednesday, or Thursday when local schools are in session. (Additional locations can be added as an additional service if needed.)

Kimley-Horn will observe HOV lane occupancies during peak hours of freeway segments in the study area for use in calculating future occupancies.

Kimley-Horn will inventory the intersection configuration and roadways in the vicinity of the study intersection and driveways. Other factors such as nearby transit service and bicycle and pedestrian facilities will be collected.



This information will be used during the analysis and in recommendations contained in the traffic report.

We will also receive from CCTA their most recent 2030 travel forecast model projection for use in the cumulative analysis.

Task 2 – Existing Traffic Conditions Analysis

Kimley-Horn will conduct an analysis of existing AM and PM peak hour traffic conditions based on current traffic counts and freeway and ramp volumes. This step in the analysis establishes the baseline of traffic operations at the study intersections, freeway segments, and ramp merge/diverge areas.

Task 3 – Project Trip Generation, Distribution, and Assignment

Kimley-Horn will prepare trip generation, distribution and assignment for the proposed project. Trip generation rates will be obtained from the current edition of ITE *Trip Generation*.

Land use information will be input into the CCTA 2030 forecast model to prepare a select zone distribution for the project. Select zone results will be used to determine project traffic assignment at individual intersections and roadways.

Task 4 – Existing Plus Project Traffic Conditions Analysis

Existing plus project traffic volumes will be evaluated to determine levels of service at the study intersections, freeway segments, and ramp merge/diverge areas.

Task 5 – Cumulative Analysis Without Project

Roadway link traffic forecasts data from CCTA will be post-processed using a Furness process to generate cumulative turning movement counts per standard industry practice. Based on the forecast we will conduct an analysis of cumulative AM and PM peak hour traffic conditions at study intersections, freeway segments, and ramp merge/diverge areas. This step in the analysis makes it possible to identify what long-term cumulative traffic conditions are expected, regardless of the proposed annexation project.



Task 6 – Cumulative Analysis With Project

Kimley-Horn will add project traffic to the cumulative forecast data to determine the increase in traffic volumes within the study area based on the proposed project. Based on the forecast we will conduct an analysis of future AM and PM peak hour traffic conditions with the project at study intersections, freeway segments, and ramp merge/diverge areas.

Task 7 – MTSO Evaluation

Kimley-Horn will complete an evaluation of the delay index (DI) for routes of regional significance. The Delay Index will be determined by calculating the time it takes to travel a segment of road during peak-period congested conditions, and comparing it to the time it takes to travel the same segment during uncongested, free-flow conditions.

Future average freeway HOV lane occupancy will be estimated based on information from the CCTA forecast model coupled with observed occupancy.

Task 8 –Multi-Modal Evaluation

Kimley-Horn will evaluate the project in connection with nearby transit, bicycle, and pedestrian facilities. Changes in transit ridership will be determined using the CCTA travel forecast model. We will recommend improvements or modifications as deemed necessary.

Task 9– Mitigation Analysis and Recommendations

Kimley-Horn will identify locations and facilities that are impacted by the proposed project and make recommendations for improvements to mitigate project impacts. Mitigation improvements could include, but are not limited to, street widening, lane additions, intersection configuration changes, safety improvements, new traffic signals, etc. These improvements, including turning lanes, channelization and traffic control devices will be considered, evaluated and recommended when determined necessary by accepted standards and practices.

Task 10–Draft Traffic Report

Kimley-Horn will prepare a stand-alone traffic report for preliminary review. The draft report will include text, charts, and figures describing our process, assumptions, and results. The report will specifically detail impacts directly connected with project traffic and recommended



mitigation, if needed. Based on comments received on the draft report from Raney, the report will be revised and included in the Administrative Draft EIR for review by City staff. Based on comments received from staff, the report will be revised as appropriate for inclusion into the Draft EIR.

Task 11 – Response to DEIR Comments and Final EIR

Kimley-Horn will assist Raney and City staff in preparing responses to public agency and public comments on the transportation and circulation report and the corresponding section of the DEIR. No revisions to the traffic report are envisioned, and any report modifications will be made through an errata section to be included in the Final EIR. Response to DEIR comments is assumed to include up to 15 hours of professional staff time.

Task 12 – Meetings

Kimley-Horn staff will participate in up to two meetings with City, County or Caltrans staff in the preparation of the traffic study. If additional meetings or hearings are required, they will be completed as an additional service.

Additional Services

We will, if authorized by you, perform other services which may be required. Additional services will be completed on a lump sum or time and materials basis and may include attendance at meetings or hearings not included in the scope, traffic forecasts, additional traffic counts, Saturday analyses, traffic signal coordination and timing plans, accident analyses, design of mitigation measures, or revision of our analyses or report based on site or project plan changes, and shall be performed on a time and materials basis. Any additional efforts, not included in this scope and fee estimate, will be undertaken only upon express prior authorization by you.

SCHEDULE

We recognize that you are eager to have the traffic study completed. As a result, Kimley-Horn is prepared to begin work immediately upon receipt of a signed Agreement and your notice to proceed, and we will endeavor to meet your scheduling needs. We anticipate completion of the draft traffic



study within 5 weeks from receipt of all data and information. Completion of each subsequent task deliverable will depend on the nature and extent of the comments received, but all efforts will be made to expedite any revisions and assistance with response to comments.

The project Scope, Fee and Schedule outlined in this proposal are based on the data listed in Task 1 to be provided to Kimley-Horn and upon which we will rely.

FEE PROPOSAL

We propose to perform the Scope of Services outlined in Task 1 through Task 12 for a lump sum fee of \$84,615. This fee includes direct expenses for the project such as in-house duplicating, facsimile, mileage, telephone, postage, in-house blueprinting, and \$14,000 in traffic counts. The services will be invoiced and payable monthly on a percent (%) complete basis.

A breakdown of our estimated hours is included in the table below.

Tasks	Proj. Mgr. West	Senior Prof Schmitt	Junior Prof Huie	Analyst Chau	Clerical	Sub Counts	Sub	KHA Total
1 Data Collection and Review	2		18	18		\$ 14,000		\$4,710
2 Existing Traffic Conditions Analysis	1		22	44				\$7,610
3 Trip Generation, Distribution and Assignment	1	28	2	4				\$5,950
4 Existing Plus Project Conditions Analysis	1		13	26				\$4,595
5 Cumulative Analysis Without Project	1		22	44				\$7,610
6 Cumulative Analysis With Project	1		13	26				\$4,595
7 MTSO Evaluation	1	6	4	4				\$2,260
8 Multi-Modal Evaluation	2	6	2	4				\$2,230
9 Mitigation Analysis and Recommendations	9		18	28				\$7,390
10 Draft Traffic Report	12		28	30	22			\$11,640
11 Response to DBR Comments and FBR	6		9					\$2,655
12 Meetings	8							\$1,920
								\$0
Labor Total	53	40	151	228	22			\$65,085
Subconsultants						\$ 14,000	\$ -	\$ 14,000
In-Office Direct Expenses								\$ 5,530
Total Labor and Expenses								\$ 84,615

Note: Actual hours per task may vary



CLOSURE

We appreciate the opportunity to submit this proposal and we look forward to working with you on this project. If you concur in all the foregoing and wish to direct us to proceed with the services, please let us know. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

Very truly yours,

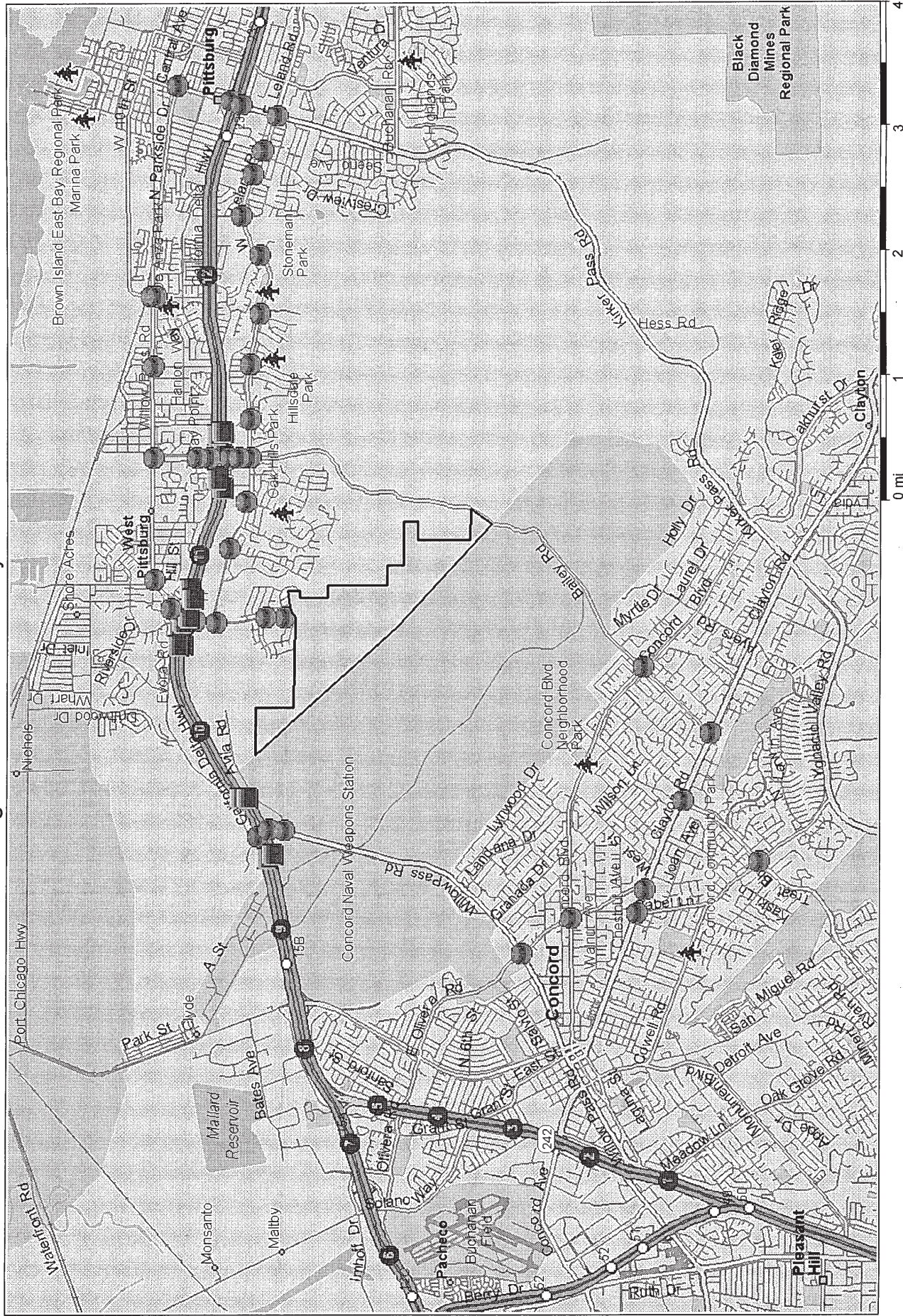
KIMLEY-HORN AND ASSOCIATES, INC.,

Jim West, P.E.

#C65854

Attachment: Study intersections, ramps, and freeway segments

PittsburgFariaAnnexationStudyIntersections





**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 3/8/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution to Establish Salary Ranges and Amend AFSCME-MPC Bargaining Agreement

MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

The City Manager, upon recommendation from the Directors of Community Development, Public Works and Human Resources, has added the classifications of Building Inspection Supervisor and Lead Public Works Superintendent. In accordance with the City's Personnel Rules, the City Council is asked to establish the salary ranges.

FISCAL IMPACT

There is no fiscal impact to establish salary ranges.

RECOMMENDATION

The City Council adopt a resolution to establish the salary range for Building Inspection Supervisor and Lead Public Works Superintendent and to amend the AFSCME Management, Professional, Confidential bargaining agreement.

BACKGROUND

The new classification specification of Building Inspection Supervisor has been added due to the vacancy of the Chief Building Official since May 2017. The Building Inspection Supervisor will be the supervisory level classification in the Building Division. The Building Division currently has one Chief Building Official (vacant), one Senior Combination Building Inspector, one Combination Building Inspector and two Permit Technicians.

For internal equity, salary range for the Building Inspection Supervisor is the same provided to the Utility Supervisor and Water Plant Supervisor at \$8,338 to \$10,136 per month.

Due to retirements and consolidation of departments and divisions with the Public Works Department, the new classification specification of Lead Public Works Superintendent has been added. The Lead will be responsible for providing lead direction, supervision, and training to superintendents.

The salary range for the Lead Public Works Superintendent is \$10,176 - \$12,369 per month. The current salary steps of Public Works Superintendent D and E would be equal to Lead Public Works Superintendent's A and B steps with three additional new steps.

Human Resources staff met and conferred with AFSCME Management, Professional, Confidential representatives on the proposed class specifications and salary ranges. The union found both to be acceptable and signed the attached side letter to the bargaining agreement.

SUBCOMMITTEE FINDINGS

Not applicable

STAFF ANALYSIS

In accordance with the City's Personnel Rule 13.1, the City Council is asked to establish salary ranges. Salary ranges are set for each class by the City Council.

Human Resources will be conducting promotional, internal recruitments to fill the positions next fiscal year.

ATTACHMENTS: Resolution, classification specifications and AFSCME/MPC Side Letter of Agreement

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Establish the Salary Ranges and)
Amend the AFSCME MPC Agreement)

RESOLUTION NO. 18-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City Manager has established the class specifications of Building Inspection Supervisor and Lead Public Works Superintendent and

WHEREAS, the City's Personnel Rules calls for the City Council to establish the salary ranges of classifications; and

WHEREAS, the City Manager recommends the classifications be placed in the AFSCME Management, Professional, Confidential Bargaining Agreement.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The City Council adopt this Resolution approving the amendment to the AFSCME Management, Professional, Confidential Bargaining Agreement, and salary schedule by adding Building Inspection Supervisor with a salary range of \$8,338 to \$10,136 per month and Lead Public Works Superintendent with a salary range of \$10,176 - \$12,369 per month.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 19th day of March 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwaine "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk

CITY OF PITTSBURG
Established:

BUILDING INSPECTION SUPERVISOR

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction; supervises and coordinates the activities and operations of the Building Inspection Division within the Community Development Department; ensures compliance with building standards, building plan check, building inspection, code enforcement; and building hazard correction; approves plans and specifications; coordinates assigned activities with staff, other divisions, departments, and outside agencies.

DISTINGUISHING CHARACTERISTICS:

The **Building Inspection Supervisor** is the supervisory level classification in the Building Inspection Division. This classification differs from the next lower classification of Senior Combination Building Inspector by the performance of supervisory responsibilities and the level of technical and professional expertise required.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Chief Building Official or designee. Exercises technical and functional supervision over assigned building inspection staff.

TYPICAL TASKS: *(include but are not limited to the following)*

- Assumes supervisory responsibility for assigned services and activities of the Building Division including enforcement of laws and codes governing the construction of new buildings or altering existing structures, building plan check, building inspection, and building hazard correction.
- Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommends and administers policies and procedures; assists or participates in division's budget preparation and monitoring.
- Supervises the review of building plans for conformance with the code provisions;

BUILDING INSPECTION SUPERVISOR

Page 2

- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; recommends, within departmental policy, appropriate services and staffing levels.
- Plans, directs, coordinates, and reviews the work plan for building inspection staff; assigns work activities, projects, and programs; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems; selects, trains, motivates, and evaluates personnel; provides or coordinates staff training.
- Provides responsible staff assistance to division head; conducts a variety of investigations, and operational studies; recommends modifications and prepares a variety of documents related to building inspection programs, policies, updates to building codes and procedures as appropriate to ensure compliance.
- Advises builders and homeowners on minimum standards of construction and materials; performs the duties of a Certified Building Official (CBO) as required by State law; plans, programs, directs and participates in all building service activities associated with setting and ensuring compliance with building standards; performs difficult inspections and assists staff in resolving technical questions relating to various code requirements.
- Arbitrate interpretations between staff, design professionals, contractors and the public; serves as the liaison for the Building Division with other divisions, departments, and outside agencies; negotiates and resolves sensitive and controversial issues.
- Attends and participates in professional group meetings; maintains awareness of new trends and developments in the field of building inspection; incorporates new developments as appropriate; responds to and resolves difficult and sensitive citizen inquiries and complaints.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.
- Acts in the absence of the Chief Building Official.

MINIMUM QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

A high school diploma equivalent and five years of experience as a building inspector with a public agency, and two years as a lead or senior building inspector. College coursework in the inspection field is desirable.

License/Certificate:

Possess current ICC (International Code Council) certificate as a Residential and Commercial Building Inspector and possession of the following ICC certifications:

- Commercial Electrical Inspector; and
- Mechanical Inspector; and
- Plumbing Inspector; or
- Legacy ICBO (International Conference of Building Officials) Certification may be substituted for all of the above certificates.

Must possess or have the ability to obtain, a valid Class C California driver's license.

Other Requirements:

Physically and mentally capable of performing the functions of the job, including but not limited to those summarized in Typical Tasks.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform typical tasks of the position)*

Knowledge of:

Principles, practices and methods used in building construction, including plumbing, electrical and mechanical crafts; methods and techniques of principles and practices of budget administration; methods and techniques of supervision, training and motivation supervision; applicable Federal, State and local laws, codes, and regulations including laws, ordinances and codes related to building construction and zoning; modern office practices, methods and equipment, including a computer and applicable software; occupational hazards and standard safety procedures.

Ability to:

Plan, organize, direct and evaluate the work of subordinate staff; select and supervise, and direct activities and operations; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; apply policies, procedures, codes and regulations pertaining to building inspection; read and interpret complex plans and specifications; exercise sound independent judgment; interpret and apply applicable laws, codes and regulations; maintain professional certifications through continuing education programs; communicate clearly and concisely, both orally and in writing; and establish and maintain effective working relationships.

CITY OF PITTSBURG
Established:

LEAD PUBLIC WORKS SUPERINTENDENT

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction manages Public Works Department's divisions; plans, organizes, directs, and reviews the work of superintendents and their respective crews; ensures safe work practices, work quality and accuracy; maintains appropriate work records; serves as a technical resource for assigned work personnel; performs other duties as required.

DISTINGUISHING CHARACTERISTICS:

The Lead Public Works Superintendent is the management level position responsible for oversight of divisions, programs and operations within the department. Lead Public Works Superintendents perform a variety of specialized maintenance functions and are expected to possess in-depth knowledge of Public Works operations, processes, and procedures. This classification is distinguished from the next lower classifications of Public Works Superintendent and Water Plant Superintendent by providing lead direction, supervision, and training to superintendents.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the department head or designee. Exercises direct supervision over assigned staff.

TYPICAL TASKS: *(include but are not limited to the following)*

- Oversees, monitors and participates in department's operations to ensure consistency in compliance of policy with regards to work performed and personnel matters.
- Recommends and implements goals, objectives; monitors changes in applicable regulations and trends, programs, procedures that may affect department activities and functions; ensures compliance with local, state and federal regulations concerning procedures and work methods; and resolves issues regarding activities.

Lead Public Works Superintendent
Page 2

- Oversees activities, operations, projects, and services related to the maintenance, repair and alteration of infrastructure, equipment and landscaping; operation and maintenance of water distribution, water treatment, sewage lines, environmental affairs and relevant regulatory agencies.
- Plans, organizes, coordinates and reviews the work plan for assigned projects and responsibilities and work of subordinate superintendents who are responsible for maintaining their respective divisions.
- Oversees and conducts safety and regulatory inspections; explores new maintenance techniques and makes recommendations to department head; works closely with department head to develop the annual budget and equipment needs.
- Identifies, monitors, develops and implements necessary training programs with the assistance of superintendents to improve safety, equipment operation, and management skills for subordinates.
- Responds to the most complex and difficult inquiries and requests for information, provides information and resolves service issues or complaints; keeps accurate reports on maintenance and repair activities; prepares responses to claims and legal action brought against the City.
- Provides technical advice and support; prepares reports; coordinates and participates in activities and special projects with other City departments, divisions, and outside agencies, community groups, and the general public.
- Establishes positive working relationships state/local agencies, City management and staff and the public.

MINIMUM QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

An Associate's degree in construction management, civil engineering, business or public administration, or a related field and five years of experience in a major aspect of Public Works operations and three years of experience as a supervisor including one year as superintendent. A certificate of completion of a curriculum specific to management of maintenance operations may be substituted for the Associate's degree.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license, and a Department of Health Services D1 Distribution Operator Certificate.

Other Requirements:

Physically and mentally capable of performing the functions of the job, including but not limited to those summarized in Typical Tasks.

Must respond to emergency situations in off-hours as necessary.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform typical tasks of the position)*

Knowledge of:

Practices, techniques and materials used in maintenance, construction, mechanics, and repair of street, parks, building, pool, practice and procedures used in weed abatement; repair of sewer and water lines and water treatment facilities; methods and techniques of supervision, training and motivation; safety requirements for operation of trucks and other equipment; basic principles of mathematics; principles and practices of budget administration; methods and techniques of supervision, training and motivation; applicable federal, state, and local laws, codes and regulations; operational characteristics of standard maintenance equipment; methods and techniques for record keeping; maintenance management systems, occupational hazards and standard safety procedures.

Ability to:

Operate an office computer and a variety of word processing and software applications. Select, manage and supervise subordinate staff; manage and direct the operations and activities of Public Works operations; analyze a complex issue and develop and implement an appropriate response; prepare and administer division budgets; analyze, evaluate, develop, and make recommendations on new and existing service delivery methods and standard operating procedures; read and interpret engineering plans and specifications and interpret them to others; perform maintenance, repair and installation of asphalt, signs, and concrete; ensure that safety principles are observed and practiced; prepare reports and maintain records; courteously respond to community issues, concerns and needs; communicate clearly and concisely, both orally and in writing.

Amendment #4
To the Memorandum of Understanding
Between the City of Pittsburgh and AFSCME MPC Unit
July 1, 2015 through June 30, 2018

This will confirm an understanding reached between the City of Pittsburgh and the American Federation of State, County and Municipal Employees (AFSCME), MPC Unit.

Exhibit A. Classification

Title Changes only:

- Police Records Manager changed to Police Records Supervisor
- Administrative Assistant to Director to Administrative Specialist

Additions:

- Building Inspection Supervisor
- Lead Public Works Superintendent

Exhibit B. Current Salary Range

1. The monthly salary range for employees in the classification below:

Classifications	Step A	Step B	Step C	Step D	Step E
Assistant City Engineer	9,783				11,891
Building Inspection Supervisor	8,338	8,755	9,193	9,653	10,136
Lead Public Works Superintendent	10,176	10,685	11,219	11,780	12,369

Date: _____

FOR AFSCME (MPC)

By _____
Larry Hendel
Business Agent

FOR CITY OF PITTSBURG

By _____
Joe Sbranti
City Manager

By _____
Stacy Shell
Director of Human Resources



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 3/7/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of an Ordinance Amending Title 5 of the Pittsburg Municipal Code Related to Cannabis Regulations
MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

On March 5, 2018, the City Council held a duly noticed public hearing to consider a text amendment to Pittsburg Municipal Code (PMC) Title 5, Chapter 5.70, in order to allow for use of cannabis within medical and nonmedical product manufacturing.

FISCAL IMPACT

Approval of the proposed amendments to the PMC and adoption of an operating agreement with BioZone could potentially result in general fund revenues in excess of \$100,000 a year. Additionally, the proposed amendments would allow for issuance of up to nine commercial cannabis permits, each of which would require an operating agreement that could potentially provide further revenues.

RECOMMENDATION

City Council move to adopt Ordinance No. 18-1442 amending PMC Title 5, Chapter 5.70 regarding the activities surrounding medical and non-medical cannabis.

BACKGROUND

The public hearing for this item was held before the City Council on March 5, 2018. After the close of the public hearing, the Council voted 4-1 to introduce and waive further reading of Ordinance No. 18-1442, amending PMC Title 5, Chapter 5.70 regarding the activities surrounding medical and non-medical cannabis.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

After introducing an ordinance, the City Council must approve the action by adopting the ordinance by a majority vote at a subsequent meeting. The ordinance becomes effective 30 days after the date of its adoption.

ATTACHMENTS: 1. Proposed Ordinance No.18-1442
2. Exhibit A to Proposed Ordinance No.18-1442

Report Prepared By: Jordan Davis, AICP, Senior Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Amending Title 5 of the Pittsburgh	)	ORDINANCE NO. 18-1442
Municipal Code Related to Cannabis	)	
<u>Regulations, AP-18-1308</u>	)	

The City Council of the City of Pittsburgh DOES ORDAIN as follows:

SECTION 1. Recitals

- A. On January 11, 2018, Richard Fischler, on behalf of BioZone Laboratories, Inc., filed application no. 18-1308, requesting approval of a text amendment to Pittsburgh Municipal Code (PMC) Title 5, Chapter 5.70, in order to allow for use of cannabis within pain management and consumer product manufacturing.
- B. BioZone Laboratories, Inc. has operated in the City of Pittsburgh since 1992. BioZone is a global developer, manufacturer, and marketer of over-the-counter drugs and preparations, cosmetics, and nutritional supplements intended to improve personal health. BioZone has developed hundreds of products throughout its history and sold millions of units. The company's strong customer base is made up of large, well-known industry leaders.
- C. On October 3, 2016, the City Council amended Titles 5 and 18 of the PMC to further regulate and ban cannabis activities. The changes regulated the delivery of cannabis for medical purposes, and banned the utilization, delivery, and other cannabis activities including testing, manufacturing, and cultivation.
- D. On November 8, 2016, the voters of the City of Pittsburgh approved Measure J, allowing for implementation of a Marijuana Business Tax on all commercial marijuana businesses that may operate within the City, should future land use regulations and applicable provisions of the PMC be amended to allow for such businesses and/or if local control over such businesses is removed by the courts, the Legislature, or statewide initiative in the future. Measure J passed with 13,693 (68.3%) "yes" votes and 6,364 (31.7%) "no" votes. As approved by the voters, the maximum marijuana business tax rate is 10% on all marijuana related transactions.
- E. The proposal by BioZone was brought before the Land Use Subcommittee on September 19, 2017, and before the City Council and Planning Commission during a joint study session on December 18, 2017. During the study session, the City Council and Planning Commission were presented background information on BioZone's operation, as well as cannabis and cannabis-related products. City Council members and Commissioners discussed concerns regarding security and cultivation of cannabis within the City limits but noted the growing use of cannabis in medicine and health products and directed staff and the applicant to proceed in exploring amendments to the PMC to allow for advanced manufacturing and testing of cannabis by businesses in Pittsburgh, while maintaining the ban on dispensing to the end user within the City limits.

- F. On or prior to February 23, 2018, notice of the March 5, 2018, public hearing to consider this amendment was posted at City Hall; was delivered to the Pittsburg Library; was posted on the City's website; was published in the East County Times; and, was mailed via first class mail or email to service agencies who may be affected by the proposed amendment, and interested parties and individuals and organizations that requested such notice.
- G. On March 5, the City Council held a public hearing on the proposed PMC amendments, at which time oral and/or written testimony was considered.

SECTION 2. Findings

- A. Based on the City Council Staff Report entitled, "Adoption of an Ordinance Relating to Title 5 Cannabis Regulations" and based on all the information contained in the Planning Division files, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the meeting, the City Council finds that:
 - 1. All recitals above are true and correct and are incorporated herein by reference.
 - 2. This project is exempt from the requirements of the California Environmental Quality Act under the general rule of applicability of the state CEQA Guidelines, section 15061, in that there is no possibility that the activity in question would have a significant negative physical impact on the environment. The amendments proposed are procedural in nature and would not result in any new impacts beyond those that could exist without the change, specifically as they may relate to air quality, transportation, noise, hazards and hazardous materials, utilities, and/or public services. The future establishment of commercial cannabis businesses within the City would be subject to the City Council approval of a commercial cannabis permit, at which time impacts resulting from the establishment of any potential use would be further reviewed once more details are made available.
 - 3. The California Constitution grants cities the broad power to enact local, police, sanitary, and other ordinances and regulations not in conflict with the general laws, as long as they are reasonably related to promoting public health, safety, comfort and welfare of the City's residents.
 - 4. In enacting this article, it is the intent of the City Council of the City of Pittsburg to protect the safety and welfare of the general public. The Federal Controlled Substances Act, 21 U.S.C. Section 841, prohibits the possession, sale and distribution of cannabis, and the City Council finds that sanctioning the opening or establishment of medical cannabis collectives, cooperatives and dispensaries, or allowing the delivery of medical cannabis within the city, would be inconsistent with federal law. However, the City acknowledges that state law allows commercial cannabis businesses, and that certain commercial cannabis businesses that operate in accordance with state law and are properly vetted,

regulated, and monitored, can have positive economic impacts in the communities in which they operate.

5. In order to protect the integrity of the City and the goals upon which this City was founded, the City Council finds that it is in the best interest of the residents of the City to only allow certain commercial medical cannabis businesses to operate, subject to specific permitting requirements and execution of an operating agreement, and continue to prohibit medical cannabis collectives, cooperatives and dispensaries, and medical cannabis deliveries.

SECTION 3. Decision

Based on the findings and the authority set forth above, the City Council hereby amends PMC Title 5, Chapter 5.70, as identified in the attached "Exhibit A."

SECTION 4. Severability

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. Effective Date

This Ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 6. Publication

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on March 5, 2018, and was adopted and ordered published at a meeting of the City Council held on March 19, 2018, by the following vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Amend Pittsburgh Municipal Code, Title 5, Chapter 15.70, as follows (new text shown in underline font, and text proposed for deletion is shown in ~~strike through~~ font):

Chapter 5.70

~~MARIJUANA~~ CANNABIS DISPENSARIES, BUSINESSES ~~AND DELIVERIES~~

Sections:

Article I. Medical ~~Marijuana~~ Cannabis

5.70.010 Purpose.

5.70.020 Definitions.

5.70.030 Medical ~~marijuana~~ cannabis dispensaries ~~prohibited~~.

5.70.040 Medical ~~marijuana~~ cannabis deliveries ~~prohibited~~.

5.70.050 Commercial medical ~~marijuana~~ cannabis businesses ~~prohibited~~ allowed.

5.70.051 Commercial Medical Cannabis Permit.

5.70.052 Commercial Medical Cannabis Permit Holder Qualifications.

5.70.053 Commercial Medical Cannabis Permit Application.

5.70.054 Commercial Medical Cannabis Business Operating Agreement.

5.70.055 Commercial Medical Cannabis Business Operating Plan.

5.70.056 Commercial Medical Cannabis Business Security Plan.

5.70.057 Commercial Medical Cannabis Permit Revocation and Suspension.

5.70.058 Commercial Medical Cannabis Permit Indemnification.

5.70.060 Penalty.

Article II. Nonmedical ~~Marijuana~~ Cannabis

5.70.110 Purpose.

5.70.120 Definitions.

5.70.130 Nonmedical ~~marijuana~~ deliveries cannabis dispensaries ~~prohibited~~.

5.70.140 ~~Commercial nonmedical marijuana businesses prohibited~~ Nonmedical cannabis
deliveries prohibited.

5.70.150 ~~Penalty~~ Commercial nonmedical cannabis businesses allowed.

5.70.160 Commercial Nonmedical Cannabis Permit.

5.70.161 Commercial Nonmedical Cannabis Permit Holder Qualifications.

5.70.162 Commercial Nonmedical Cannabis Permit Application.

5.70.163 Commercial Nonmedical Cannabis Business Operating Agreement.

5.70.164 Commercial Nonmedical Cannabis Business Operating Plan.

5.70.165 Commercial Nonmedical Cannabis Business Security Plan.

5.70.170 Commercial Nonmedical Cannabis Permit Revocation and Suspension.

5.70.180 Commercial Nonmedical Cannabis Permit Indemnification.

5.70.190 Dual Application Process

5.70.200 Penalty.

Article I. Medical ~~Marijuana~~Cannabis

5.70.010 Purpose.

- A. In enacting this article, it is the intent of the ~~city council~~City Council of the city of Pittsburgh to protect the safety and welfare of the general public. The Federal Controlled Substances Act, 21 U.S.C. Section 841, prohibits the possession, sale and distribution of ~~marijuana~~cannabis, and the ~~city council~~City Council finds that sanctioning the opening or establishment of medical ~~marijuana~~cannabis collectives, cooperatives and dispensaries, or ~~commercial medical marijuana businesses~~, or allowing the delivery of medical ~~marijuana~~cannabis within the city, would be inconsistent with federal law. However, the city acknowledges that state law allows commercial medical cannabis businesses, and that certain commercial medical cannabis businesses that operate in accordance with state law and are properly vetted, regulated, and monitored, can have positive economic impacts in the communities in which they operate.
- B. Furthermore, the ~~city council~~City Council finds that medical ~~marijuana~~cannabis dispensaries are public nuisances in that many violent crimes have been committed that can be traced back to the proliferation of ~~marijuana~~cannabis dispensaries, including armed robberies and murders. Increased noise and pedestrian traffic, including nonresidents in pursuit of ~~marijuana~~cannabis, and out-of-area criminals in search of prey, are commonly encountered near outside ~~marijuana~~cannabis collectives, cooperatives and dispensaries. The city

~~council~~City Council further finds that it is reasonable to conclude that medical ~~marijuana~~cannabis deliveries~~and commercial medical marijuana businesses~~ are likely to cause many of these same adverse impacts.

- C. Therefore, in order to protect the integrity of the city and the goals upon which this city was founded, the ~~city council~~City Council finds that it is in the best interest of the residents of the city to prohibit medical ~~marijuana~~cannabis collectives, cooperatives and dispensaries, ~~as well as~~and medical cannabis deliveries, and only allow certain commercial medical ~~marijuana~~cannabis businesses ~~and medical marijuana deliveries to operate, subject to specific permitting requirements and execution of an operating agreement.~~
- D. The purpose of this article is to prohibit medical ~~marijuana~~cannabis collectives, cooperatives and dispensaries ~~and commercial medical marijuana businesses~~ from being opened or established in the city of Pittsburg, as well as prohibiting medical cannabis deliveries from occurring in the city of Pittsburg, while also allowing certain commercial medical cannabis businesses to operate subject to requirements set forth in this article. Nothing in this article shall be deemed to ~~permit~~allow or authorize any use or activity which is otherwise prohibited by any state or federal law.

5.70.020 Definitions.

The following words and phrases, whenever used in this article, shall be construed as hereafter set out, unless it is apparent that they have a different meaning:

- A. "City" means the city of Pittsburg.
- B. "Commercial medical ~~marijuana~~cannabis business" means ~~any activity licensed pursuant to Type 6-Manufacturer 1, Type 7-Manufacturer 2, Type 8-Testing laboratory, and Type 11-Distributor activities defined by the Medicinal and Adult-Use Cannabis Regulation and Safety Act, ("MAUCRSA"), Business and Professions Code Section 19300- 26000 et seq., including but not limited to medical marijuana cultivation, distribution, manufacturing, transporting and testing.~~
- C. "Medical ~~marijuana~~cannabis" means ~~marijuana~~cannabis used for medical purposes in accordance with the Compassionate Use Act (California Health and Safety Code Section 11362.5) and the Medical Marijuana Program Act ~~(California Health and Safety~~MAUCRSA, Business and Professions Code Section 11362.7- 26000 et seq.).
- D. "Medical ~~marijuana~~cannabis delivery" means the transfer of medical ~~marijuana~~cannabis or medical ~~marijuana~~cannabis products from a medical

~~marijuana~~cannabis dispensary to a qualified patient or primary caregiver, as well as the use by a dispensary of any technology platform to arrange for or facilitate the transfer of medical ~~marijuana~~cannabis or medical ~~marijuana~~cannabis products.

- E. “Medical ~~marijuana~~cannabis dispensary” or “dispensary” means (1) any facility, building, structure or location, whether fixed or mobile, where a primary caregiver makes available, sells, transmits, gives or otherwise provides medical ~~marijuana~~cannabis to three or more of the following: a qualified patient or a person with an identification card, or a primary caregiver, in strict accordance with ~~California~~-Health and Safety Code Section 11362.5 et seq.; or (2) any facility, building, structure or location where three qualified patients and/or persons with identification cards and/or primary caregivers meet or congregate in order to collectively or cooperatively distribute, sell, dispense, transmit, process, deliver, exchange or give away ~~marijuana~~cannabis for medicinal purposes pursuant to ~~California~~-Health and Safety Code Section 11362.5 et seq., and such group is organized as a medical ~~marijuana~~cannabis cooperative or collective as set forth in the Attorney General’s guidelines. The terms “primary caregiver,” “qualified patient,” and “person with an identification card” shall be as defined in ~~California~~-Health and Safety Code Section 11362.5 et seq.

For purposes of this chapter, a “medical ~~marijuana~~cannabis dispensary” shall not include the following uses, as long as the location of such uses is otherwise regulated by applicable law and complies strictly with applicable law, including but not limited to ~~California~~-Health and Safety Code Section 11362.5 et seq.:

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the ~~California~~ Health and Safety Code;
 2. A health care facility licensed pursuant to Chapter 2 of Division 2 of the ~~California~~ Health and Safety Code;
 3. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the ~~California~~ Health and Safety Code;
 4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the ~~California~~-Health and Safety Code;
 5. A residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the ~~California~~-Health and Safety Code.
- F. “Medical ~~marijuana~~cannabis products” means medical ~~marijuana~~cannabis that has undergone a process whereby the plant material has been transformed into

a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing ~~marijuana~~cannabis or concentrated cannabis and other ingredients.

- G. "Person" means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability corporation, collective, cooperative, or combination thereof in whatever form or character.

5.70.030 Medical ~~marijuana~~cannabis dispensaries prohibited.

Medical ~~marijuana~~cannabis dispensaries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to ~~permit~~allow to be engaged in, conducted or carried on, in or upon any premises in the city, the operation of a medical ~~marijuana~~cannabis dispensary.

5.70.040 Medical ~~marijuana~~cannabis deliveries prohibited.

Medical ~~marijuana~~cannabis deliveries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to ~~permit~~allow to be engaged in, conducted or carried on, in or upon any premises in the city, medical ~~marijuana~~cannabis deliveries. This section shall not be interpreted to prohibit the transportation of medical ~~marijuana~~cannabis through the city on public roads, as long as such transportation does not involve the delivery of medical ~~marijuana~~cannabis to retail or end users within the city.

5.70.050 Commercial medical ~~marijuana~~cannabis businesses ~~prohibited~~allowed.

Commercial medical ~~marijuana~~cannabis businesses are ~~prohibited~~allowed in the city, pursuant to the requirements set forth in this article. All commercial medical cannabis businesses must obtain a city business license, a City Medical Cannabis Permit, and a state license prior to operation, and also enter into an operating agreement with the City. Only Type 6-Manufacturers 1, Type 7-Manufacturers 2, Type 8-Testing laboratories, and Type 11-Distributors, as defined by Business and Professions Code §§ 26000 et seq., shall be allowed and permitted by the city. The City Council may, at its discretion, issue up to nine (9) Commercial Medical Cannabis Permits. This number may be changed at a later time by resolution of the City Council. It shall be unlawful for any person to engage in, conduct, carry on, or to ~~permit~~allow to be engaged in, conducted or carried on, in or upon any premises in the city, a commercial medical ~~marijuana business-cannabis business~~ without complying with the requirements of this article.

5.70.051 Commercial Medical Cannabis Permit.

- A. It shall be unlawful for any person to operate a commercial medical cannabis business without a Commercial Medical Cannabis Permit, issued by the city, under the terms and conditions set forth in this article.
- B. Each Commercial Medical Cannabis Permit shall expire five (5) years from its date of issuance. Renewal of the Permit shall be subject to City Council approval, which must be obtained at a duly noticed, open and public meeting. City shall have the right to charge an administrative fee to the Commercial Medical Cannabis Permit holder, to compensate city for its reasonable and actual costs to evaluate the Permit renewal.
- C. The Commercial Medical Cannabis Permit is not transferrable, and any attempt to assign or transfer the Permit shall render the Permit null and void.
- D. No commercial medical cannabis business shall be located within six hundred (600) feet of an existing school, daycare, youth center, park or library. The City Council by ordinance, may amend this restriction or adopt additional restrictions.
- E. The commercial medical cannabis business shall file an application for a Commercial Medical Cannabis Permit with the City Manager or City Manager's designee on forms provided by the city, and shall pay an "application fee" and "processing fee."
- F. The City Council may deny an application for a Commercial Medical Cannabis Permit, if it determines any of the following:
 - i. The applicant made one or more false or misleading statements or omissions on the registration application or during the application process;
 - ii. The applicant fails to meet the requirements of this chapter or any regulation adopted pursuant to this chapter;
 - iii. It is not in the best interest of the city, based upon the applicant's application or operating agreement, to issue a Permit to the business;
 - iv. Potential threats to public health and safety cannot be sufficiently mitigated; or
 - v. Significant public opposition necessitates denial to preserve the health, safety, and general welfare of the city.

5.70.052 Commercial Medical Cannabis Permit Holder Qualifications.

All Commercial Medical Cannabis Permit holders must meet the following minimum qualifications. The city reserves the right to require additional qualifications through the Commercial Medical Cannabis Permit application procedure.

- A. Commercial Medical Cannabis Permit holders, business operators, and employees must be twenty-one (21) years of age or older.
- B. Commercial Medical Cannabis Permit holders, their business operators and employees shall be subject to background search by the California Department of Justice and local law enforcement. At city's discretion, city may conduct a background search of any Commercial Medical Cannabis Permit holder, their business operators, and employees.
- C. Commercial medical cannabis business owners, operators, managers, and employees must not have felony convictions, as specified in Penal Code section 667.5(c) and section 1192.7(c).
- D. Commercial medical cannabis business owners, operators, managers, and employees must not have a criminal conviction that substantially relates to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor.

5.70.053 Commercial Medical Cannabis Permit Application.

An application for a Commercial Medical Cannabis Permit shall include, but no be limited to, the following information:

- A. The legal name, and any other names, under which the commercial medical cannabis business will operate.
- B. The address of the location and the on-site telephone number, if known, of the commercial medical cannabis business.
- C. The following information for each owner and manager of the medical cannabis business:
 - i. Complete legal name and any alias(es), address, and telephone number.
 - ii. Date and place of birth.
 - iii. Social security numbers.
 - iv. Copy of a valid government issued photo identification card, license, or passport.

- v. List of all criminal convictions, other than infractions for traffic violations, the jurisdiction of the convictions, and the circumstances thereof.
 - vi. Names of businesses owned or operated by the owner(s) or manager(s) within the last ten (10) years.
 - vii. Investor and/or partner information.
- D. Assessor's Parcel Number of the parcel upon which the commercial medical cannabis business will be located.
- E. Draft operating agreement, in accordance section 5.70.054.
- F. Notarized written authorization from the property owner and/or landlord, to operate a commercial medical cannabis business on the site.
- G. Air Quality Acknowledgement. When deemed necessary by city staff, the applicant shall provide a calculation of the businesses anticipated emissions of air pollutants. The applicant shall also provide assurance that the business will comply with all Best Management Practices established by the Bay Area Air Quality Management District ("BAAQMD"). No Commercial Medical Cannabis Permit shall be issued to any business that would exceed the thresholds of significance established by the BAAQMD for evaluating air quality impacts for operation or construction.
- H. Greenhouse Gas Emissions Acknowledgement. When deemed necessary by city staff, the applicant shall provide calculations of the anticipated greenhouse gas emissions for the operation of the business and, where applicable, the operation of the business. The applicant shall further demonstrate compliance with any applicable state, regional, or local plan for the reduction of greenhouse gas emissions. No Commercial Medical Cannabis Permit shall be granted for any business that would violate any state, regional, or local plan for the reduction of greenhouse gases.
- I. Water Supply Acknowledgement. When deemed necessary by the City Engineer, the applicant shall demonstrate to the satisfaction of the City Engineer that sufficient water supply exists for the use.
- J. Wastewater Acknowledgement. When deemed necessary by the City Engineer, the applicant shall demonstrate to the satisfaction of the City Engineer that sufficient wastewater capacity exists for the proposed use.
- K. To the extent that the applicant intends to use any hazardous materials in its operations, the applicant shall provide a hazardous materials management plan that complies with all federal, state, and local requirements for management of

such substances. "Hazardous materials" includes any hazardous substance regulated by any federal, state, or local laws or regulations intended to protect human health or the environment from exposure to such substances.

- L. Property owner(s) and applicant(s), shall sign the application and shall include affidavit(s) agreeing to abide by and conform to the conditions of the Permit and all provisions of the Pittsburgh Municipal Code pertaining to the establishment and operation of the medical cannabis manufacturing business, including, but not limited to, the provisions of this article. The affidavit(s) shall acknowledge that the approval of the Permit shall, in no way, allow any activity contrary to the Pittsburgh Municipal Code, or any activity which is in violation of applicable laws.
- M. Statement in writing by the applicant, that they will, to the fullest extent allowed by law, give preference to residents of the city for employee hiring.
- N. Signed indemnity provision.
- O. Any other information the city deems necessary.

Pursuant to applicable law, private information will be exempt from disclosure to the public, in order to protect an applicant's privacy interest and safety.

5.70.054 Commercial Medical Cannabis Business Operating Agreement.

The operating agreement shall set forth the terms and conditions under which the commercial medical cannabis business will operate, which are in addition to the requirements of this article, including, but not limited to: a business operating plan as set forth in 5.70.055; a security plan as set forth in 5.70.056; payment of fees and other charges mutually agreed to; and additional terms and conditions that will protect and promote public health, safety, and welfare. The operating agreement shall be approved by the City Council during a duly noticed, open and public meeting. The operating agreement may be approved concurrently with the Commercial Medical Cannabis Permit. An approved operating agreement shall only be in force with a valid Commercial Medical Cannabis Permit.

5.70.055 Commercial Medical Cannabis Business Operating Plan.

An operating plan shall be in conformance with the requirements of this article, and shall include, at a minimum:

- A. A list of the names, addresses, telephone numbers, and responsibilities of each applicant, manager and employees of the medical cannabis manufacturing business.

- B. Planned hours and days of operations of the medical cannabis manufacturing business.
- C. Floor plan of the proposed business facility.
- D. If applicant is a commercial medical cannabis manufacturing business, procedures to be utilized at the facility, including, as applicable, a description of which chemicals will be used, how chemicals will be stored, handled, and used; extraction and infusion methods; the transportation process; inventory procedures; cannabis track and trace procedures; inventory procedures; quality control procedures; and testing procedures.
- E. If applicant is a commercial medical cannabis manufacturing business, a detailed description of the product(s) to be manufactured at the business, including a description of the product's intended final use by consumers.
- F. Transportation plan detailing how and when medical cannabis will be delivered to and from the commercial medical cannabis business.
- G. Procedures for identifying, managing, and disposing of contaminated, adulterated, deteriorated, or excess medical cannabis and medical cannabis products.
- H. Procedures for inventory control to prevent diversion of medical cannabis or medical cannabis products to nonmedical use; employee screening; storage of medical cannabis; personnel policies; and recordkeeping.
- I. Odor management plan detailing the reasonable steps that will be taken by the business to ensure that the odor of medical cannabis and other physical impacts on neighboring properties will be minimized.
- J. Policies and procedures for adopting, monitoring, implementing, and enforcing all requirements of this article.

The city shall have the discretion to require changes to a business's operating plan. A Commercial Medical Cannabis Permit holder is required to submit any proposed change(s) to an approved operating plan to the City Manager for approval, at least thirty (30) days before the proposed change(s) is/are to take effect. Failure to do so will result in a suspension and/or revocation of the Permit. The City Manager shall have the authority to suspend a Permit, and the City Council shall have the authority to revoke a Permit.

5.70.056 Commercial Medical Cannabis Business Security Plan.

A security plan must be developed in consultation with, and approved by, the city's Chief of Police, to ensure the safety of persons working inside the business, and to protect the premises from theft, vandalism, and fire. The applicant's approved security plan must be filled with the City Manager or City Manager's designee. The applicant shall agree to implement all measures set forth in the security plan. The security plan shall include, but not be limited to, the following security measures:

- A. Storing cannabis and cannabis products not being manufactured or tested, in a secure room(s). Access to this/these room(s) shall be limited to key officers or employees.
- B. Installation of 24-hour security surveillance cameras of at least high definition quality, to monitor all entrances and exits to and from the premises, all interior spaces where cannabis, cash, or currency is being stored, and all interior spaces where diversion of cannabis could reasonably occur. Access to the security surveillance camera network shall be given to the Police Department.
- C. Retention of 24-hour surveillance camera footage for at least sixty (60) days. All surveillance camera footage shall be made immediately available to the Chief of Police or the Chief of Police's designee, or to any other state or local law enforcement, upon request.
- D. Professionally installed, maintained and monitored alarm system. Notice of the triggered alarm shall be sent to the Police Department.
- E. Sensors installed to detect entry and exit from all secure areas.
- F. Use of commercial-grade, non-residential locking mechanisms at all points of ingress and egress.
- G. Procedure whereby police are notified immediately upon any incidents of theft, vandalism, or any other instances stipulated by the Chief of Police.
- H. Designation of a responsible individual, who will be the business's point of contact with city, police, and other law enforcement entities.
- I. Transportation plan detailing how and when medical cannabis will be delivered to and from the commercial medical cannabis business.

5.70.057 Commercial Medical Cannabis Permit Revocation and Suspension.

A Commercial Medical Manufacturing Permit issued under this article maybe immediately suspended and/or revoked for any of the following reasons:

- A. An operator/permit holder ceases to meet any of the minimum qualifications listed in this article.
- B. An operator/permit holder fails to comply with the requirements of this article or any conditions of approval of the Permit.
- C. An operator/permit holder's state license for commercial medical cannabis operations is revoked, terminated, or not renewed.
- D. The commercial medical cannabis business fails to become operational within six (6) months of obtaining its Commercial Medical Cannabis Permit.
- E. Once operational, the business ceases to be in regular and continuous operation for ninety (90) consecutive days
- F. State law allowing the use for which the Permit was issued is amended or repealed resulting in the prohibition of such use, or the city receives credible information that the federal government will commence enforcement measures against such businesses and/or local governments that allow them.
- G. Circumstances under which the Permit was granted have significantly changed and the public health, safety, and welfare require the suspension, revocation, or modification.
- H. The Permit was granted, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the Permit application.
- I. An operator/permit holder is not current on city taxes or fees.
- J. An operator/permit holder initiates changes to its operating plan or operating agreement without first obtaining city approval.
- K. An operator/permit holder's state license for commercial medical cannabis operations is suspended. The city shall not reinstate the Permit until documentation is received showing that the state license has been reinstated or reissued. It shall be the city's discretion whether the city reinstates any Permit.

The City Manager shall have the authority to suspend a Permit, and the City Council shall have the authority to revoke a permit. A suspension and/or revocation of a Permit, automatically suspends and/or revokes the Permit holder's Commercial Medical Cannabis Business Operating Agreement.

5.70.058 Commercial Medical Cannabis Permit Indemnification.

To the fullest extent permitted by law, Commercial Medical Cannabis Permit holders shall indemnify, defend with counsel acceptable to city, and hold harmless, city and its

officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation (collectively, "Liability") of every nature arising out of, pertaining to, or relating to the city's suspension and/or revocation of a Permit, except such liability cause by the sole gross negligence or willful misconduct of city.

5.70.060 Penalty.

- A. Violation of this article is a public nuisance.
- B. Nothing in this article in any way limits any other remedy that may be available to the city, or any penalty that may be imposed by the city, for violations of this chapter. Such additional remedies include, but are not limited to, injunctive relief, administrative citations, or a cause of action under the California Narcotics Nuisance Abatement Act (Health and Safety Code Section 11570).

Article II. Nonmedical ~~Marijuana~~Cannabis

5.70.110 Purpose.

- A. In enacting this article, it is the intent of the city council to protect the safety and welfare of the general public. The Federal Controlled Substances Act, 21 U.S.C. Section 841, prohibits the possession, sale and distribution of ~~marijuana~~cannabis, and the city council finds that sanctioning the opening or establishment of nonmedical ~~marijuana~~cannabis collectives, cooperatives, and dispensaries, or allowing the delivery of nonmedical ~~marijuana~~cannabis within the city would be inconsistent with federal law. ~~The purpose of this article is to prohibit~~However, the city acknowledges that state law allows commercial nonmedical ~~marijuana~~cannabis businesses, and that certain commercial nonmedical cannabis businesses from being opened or established that operate in the city, and to prohibit nonmedical ~~marijuana~~cannabis deliveries from occurringaccordance with state law and are properly vetted, regulated, and monitored, can have positive economic impacts in the city- communities in which they operate.
- B. Furthermore, the city council finds that nonmedical cannabis dispensaries are public nuisances in that many violent crimes have been committed that can be traced back to the proliferation of cannabis dispensaries, including armed robberies and murders. Increased noise and pedestrian traffic, including nonresidents in pursuit of cannabis, and out-of-area criminals in search of prey, are commonly encountered near outside cannabis collectives, cooperatives and

dispensaries. The city council further finds that it is reasonable to conclude that cannabis deliveries are likely to cause many of these same adverse impacts.

- C. Therefore, in order to protect the integrity of the city and the goals upon which this city was founded, the city council finds that it is in the best interest of the residents of the city to prohibit nonmedical cannabis collectives, cooperatives and dispensaries, and cannabis deliveries, and only allow certain commercial cannabis businesses to operate, subject to specific permitting requirements and execution of an operating agreement.
- D. The purpose of this article is to prohibit cannabis collectives, cooperatives and dispensaries from being opened or established in the city of Pittsburgh, as well as prohibiting nonmedical cannabis deliveries from occurring in the city of Pittsburgh, while also allowing certain commercial nonmedical cannabis businesses to operate subject to requirements set forth in this article. Nothing in this article shall be deemed to allow or authorize any use or activity which is otherwise prohibited by any state or federal law.

5.70.120 Definitions.

The following words and phrases, whenever used in this article, shall be construed as hereafter set out, unless it is apparent that they have a different meaning:

- A. "City" means the city of Pittsburgh.
- B. "Commercial nonmedical ~~marijuana~~cannabis business" means ~~any activity licensed~~Type 6-Manufacturer 1, Type 7-Manufacturer 2, Type 8-Testing laboratory, and Type 11-Distributor activities defined by the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), Business and Professions Code Section 26000 et seq., including but not limited to nonmedical ~~marijuana cultivation, distribution, manufacturing, retail, testing, and operation of a microbusiness.~~
- C. "Nonmedical ~~marijuana~~cannabis" means ~~marijuana~~cannabis that is intended to be used for nonmedical purposes pursuant to ~~Health~~Business and ~~Safety~~Professions Code Section ~~41362.1- 26000~~ et seq.
- D. "Nonmedical ~~marijuana~~cannabis delivery" means the commercial transfer of nonmedical ~~marijuana~~cannabis or nonmedical ~~marijuana~~cannabis products ~~from a nonmedical cannabis dispensary to a person, including as well as the use by a dispensary of any technology that enables persons~~platform to arrange for or facilitate the ~~commercial~~ transfer of nonmedical ~~marijuana~~cannabis or nonmedical ~~marijuana~~cannabis products.

- E. “Nonmedical ~~marijuana~~cannabis dispensary” or “dispensary” means any retail business that is required to possess a “Type 10-Retailer” or “Type 12 Microbusiness” under Business and Professions Code Section 2600 et seq.
- F. “Nonmedical cannabis products” means nonmedical ~~marijuana~~cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing ~~marijuana~~cannabis or concentrated cannabis and other ingredients.
- G. “Person” means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability corporation, collective, cooperative, or combination thereof in whatever form or character.

5.70.130 Nonmedical ~~marijuana~~deliveriescannabis dispensaries prohibited.

Nonmedical ~~marijuana~~deliveriescannabis dispensaries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to ~~permit~~allow to be engaged in, conducted or carried on, in or upon any premises in the city, the operation of a nonmedical ~~marijuana~~cannabis dispensary.

5.70.140 Nonmedical cannabis deliveries prohibited.

Nonmedical cannabis deliveries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, nonmedical cannabis deliveries. This section shall not be interpreted to prohibit the transportation of nonmedical ~~marijuana~~cannabis through the city on public roads, as long as such transportation does not involve the delivery of nonmedical ~~marijuana~~cannabis within the city.

5.70.140-150 Commercial nonmedical ~~marijuana~~cannabis businesses prohibitedallowed.

Commercial nonmedical ~~marijuana~~cannabis businesses are ~~prohibited~~allowed in the city, pursuant to the requirements set forth in this article. All commercial nonmedical cannabis businesses must obtain a city business license, a City Nonmedical Cannabis Permit, and a state license prior to operation, and also enter into an operating agreement with the City. Only Type 6-Manufacturers 1, Type 7-Manufacturers 2, Type 8-Testing laboratories, and Type 11-Distributors, as defined by Business and Professions Code §§ 26000 et seq., shall be allowed and permitted by the city. The City Council may, at its discretion, issue up to nine (9) Commercial Nonmedical Cannabis Permits. This number may be changed at a later time by resolution of the City Council. It shall be unlawful for any person to engage in, conduct, carry on, or to ~~permit~~allow to be engaged in, conducted or carried on, in or upon any premises in the

city, a commercial nonmedical ~~marijuana business~~ cannabis business without complying with the requirements of this article.

5.70.150-5.70.160 Commercial Nonmedical Cannabis Permit.

- A. It shall be unlawful for any person to operate a commercial nonmedical cannabis business without a Commercial Nonmedical Cannabis Permit, issued by the city, under the terms and conditions set forth in this article.
- B. Each Commercial Nonmedical Cannabis Permit shall expire five (5) years from its date of issuance. Renewal of the Permit shall be subject to City Council approval, which must be obtained at a duly noticed, open and public meeting. City shall have the right to charge an administrative fee to the Commercial Nonmedical Cannabis Permit holder, to compensate city for its reasonable and actual costs to evaluate the Permit renewal,
- C. The Commercial Nonmedical Cannabis Permit is not transferrable, and any attempt to assign or transfer the Permit shall render the Permit null and void.
- D. No commercial nonmedical cannabis business shall be located within six hundred (600) feet of an existing school, daycare, youth center, park or library. The City Council by ordinance, may amend this restriction or adopt additional restrictions.
- E. The commercial nonmedical cannabis business shall file an application for a Commercial Nonmedical Cannabis Permit with the City Manager or City Manager's designee on forms provided by the city, and shall pay an "application fee" and "processing fee."
- F. The City Council may deny an application for a Commercial Nonmedical Cannabis Permit, if it determines any of the following:
 - i. The applicant made one or more false or misleading statements or omissions on the registration application or during the application process;
 - ii. The applicant fails to meet the requirements of this chapter or any regulation adopted pursuant to this chapter;
 - iii. It is not in the best interest of the city, based upon the applicant's application or operating agreement, to issue a Permit to the business;
 - iv. Potential threats to public health and safety cannot be sufficiently mitigated; or
 - v. Significant public opposition necessitates denial to preserve the health, safety, and general welfare of the city.

5.70.161 Commercial Nonmedical Cannabis Permit Holder Qualifications.

All Commercial Nonmedical Cannabis Permit holders must meet the following minimum qualifications. The city reserves the right to require additional qualifications through the Commercial Nonmedical Cannabis Permit application procedure.

- A. Commercial Nonmedical Cannabis Permit holders, business operators, and employees must be twenty-one (21) years of age or older.
- B. Commercial Nonmedical Cannabis Permit holders, their business operators and employees shall be subject to background search by the California Department of Justice and local law enforcement. At city's discretion, city may conduct a background search of any Commercial Nonmedical Cannabis Permit holder, their business operators, and employees.
- C. Commercial nonmedical cannabis business owners, operators, managers, and employees must not have felony convictions, as specified in Penal Code section 667.5(c) and section 1192.7(c).
- D. Commercial nonmedical cannabis business owners, operators, managers, and employees must not have a criminal conviction that substantially relates to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor.

5.70.162 Commercial Nonmedical Cannabis Permit Application.

An application for a Commercial Nonmedical Cannabis Permit shall include, but no be limited to, the following information:

- A. The legal name, and any other names, under which the commercial nonmedical cannabis business will operate.
- B. The address of the location and the on-site telephone number, if known, of the commercial nonmedical cannabis business.
- C. The following information for each owner and manager of the nonmedical cannabis business:
 - i. Complete legal name and any alias(es), address, and telephone number.
 - ii. Date and place of birth.
 - iii. Social security numbers.
 - iv. Copy of a valid government issued photo identification card, license, or passport.

- v. List of all criminal convictions, other than infractions for traffic violations, the jurisdiction of the convictions, and the circumstances thereof.
 - vi. Names of businesses owned or operated by the owner(s) or manager(s) within the last ten (10) years.
 - vii. Investor and/or partner information.
- D. Assessor's Parcel Number of the parcel upon which the commercial nonmedical cannabis business will be located.
- E. Draft operating agreement, in accordance section 5.70.163.
- F. Notarized written authorization from the property owner and/or landlord, to operate a commercial nonmedical cannabis business on the site.
- G. Air Quality Acknowledgement. When deemed necessary by city staff, the applicant shall provide a calculation of the businesses anticipated emissions of air pollutants. The applicant shall also provide assurance that the business will comply with all Best Management Practices established by the Bay Area Air Quality Management District ("BAAQMD"). No Commercial Nonmedical Cannabis Permit shall be issued to any business that would exceed the thresholds of significance established by the BAAQMD for evaluating air quality impacts for operation or construction.
- H. Greenhouse Gas Emissions Acknowledgement. When deemed necessary by city staff, the applicant shall provide calculations of the anticipated greenhouse gas emissions for the operation of the business and, where applicable, the operation of the business. The applicant shall further demonstrate compliance with any applicable state, regional, or local plan for the reduction of greenhouse gas emissions. No Commercial Nonmedical Cannabis Permit shall be granted for any business that would violate any state, regional, or local plan for the reduction of greenhouse gases.
- I. Water Supply Acknowledgement. When deemed necessary by the City Engineer, the applicant shall demonstrate to the satisfaction of the City Engineer that sufficient water supply exists for the use.
- J. Wastewater Acknowledgement. When deemed necessary by the City Engineer, the applicant shall demonstrate to the satisfaction of the City Engineer that sufficient wastewater capacity exists for the proposed use.
- K. To the extent that the applicant intends to use any hazardous materials in its operations, the applicant shall provide a hazardous materials management plan that complies with all federal, state, and local requirements for management of

such substances. "Hazardous materials" includes any hazardous substance regulated by any federal, state, or local laws or regulations intended to protect human health or the environment from exposure to such substances.

- L. Property owner(s) and applicant(s), shall sign the application and shall include affidavit(s) agreeing to abide by and conform to the conditions of the Permit and all provisions of the Pittsburgh Municipal Code pertaining to the establishment and operation of the medical cannabis manufacturing business, including, but not limited to, the provisions of this article. The affidavit(s) shall acknowledge that the approval of the Permit shall, in no way, allow any activity contrary to the Pittsburgh Municipal Code, or any activity which is in violation of applicable laws.
- M. Statement in writing by the applicant, that they will, to the fullest extent allowed by law, give preference to residents of the city for employee hiring.
- N. Signed indemnity provision.
- O. Any other information the city deems necessary.

Pursuant to applicable law, private information will be exempt from disclosure to the public, in order to protect an applicant's privacy interest and safety.

5.70.163 Commercial Nonmedical Cannabis Business Operating Agreement.

The operating agreement shall set forth the terms and conditions under which the commercial medical cannabis business will operate, which are in addition to the requirements of this article, including, but not limited to: a business operating plan as set forth in 5.70.164; a security plan as set forth in 5.70.165; payment of fees and other charges mutually agreed to; and additional terms and conditions that will protect and promote public health, safety, and welfare. The operating agreement shall be approved by the City Council during a duly noticed, open and public meeting. The operating agreement may be approved concurrently with the Commercial Nonmedical Cannabis Permit. An approved operating agreement shall only be in force with a valid Commercial Nonmedical Cannabis Permit.

5.70.164 Commercial Nonmedical Cannabis Business Operating Plan.

An operating plan shall be in conformance with the requirements of this article, and shall include, at a minimum:

- A. A list of the names, addresses, telephone numbers, and responsibilities of each applicant, manager and employees of the medical cannabis manufacturing business.

- B. Planned hours and days of operations of the medical cannabis manufacturing business.
- C. Floor plan of the proposed business facility.
- D. If applicant is a commercial nonmedical cannabis manufacturing business, procedures to be utilized at the facility, including, as applicable, a description of which chemicals will be used, how chemicals will be stored, handled, and used; extraction and infusion methods; the transportation process; inventory procedures; cannabis track and trace procedures; inventory procedures; quality control procedures; and testing procedures.
- E. If applicant is a commercial nonmedical cannabis manufacturing business, a detailed description of the product(s) to be manufactured at the business, including a description of the product's intended final use by consumers.
- F. Transportation plan detailing how and when nonmedical cannabis will be delivered to and from the commercial medical cannabis business.
- G. Procedures for identifying, managing, and disposing of contaminated, adulterated, deteriorated, or excess nonmedical cannabis and nonmedical cannabis products.
- H. Procedures for inventory control to prevent diversion of nonmedical cannabis or nonmedical cannabis products to unintended uses; employee screening; storage of nonmedical cannabis; personnel policies; and recordkeeping.
- I. Odor management plan detailing the reasonable steps that will be taken by the business to ensure that the odor of nonmedical cannabis and other physical impacts on neighboring properties will be minimized.
- J. Policies and procedures for adopting, monitoring, implementing, and enforcing all requirements of this article.

The city shall have the discretion to require changes to a business's operating plan. A Commercial Nonmedical Cannabis Permit holder is required to submit any proposed change(s) to an approved operating plan to the City Manager for approval, at least thirty (30) days before the proposed change(s) is/are to take effect. Failure to do so will result in a suspension and/or revocation of the Permit. The City Manager shall have the authority to suspend a Permit, and the City Council shall have the authority to revoke a Permit.

5.70.165 Commercial Nonmedical Cannabis Business Security Plan.

A security plan must be developed in consultation with, and approved by, the city's Chief of Police, to ensure the safety of persons working inside the business, and to protect the premises from theft, vandalism, and fire. The applicant's approved security plan must be filled with the City Manager or City Manager's designee. The applicant shall agree to implement all measures set forth in the security plan. The security plan shall include, but not be limited to, the following security measures:

- A. Storing nonmedical cannabis and nonmedical cannabis products not being manufactured or tested, in a secure room(s). Access to this/these room(s) shall be limited to key officers or employees.
- B. Installation of 24-hour security surveillance cameras of at least high definition quality, to monitor all entrances and exits to and from the premises, all interior spaces where cannabis, cash, or currency is being stored, and all interior spaces where diversion of cannabis could reasonably occur. Access to the security surveillance camera network shall be given to the Police Department.
- C. Retention of 24-hour surveillance camera footage for at least sixty (60) days. All surveillance camera footage shall be made immediately available to the Chief of Police or the Chief of Police's designee, or to any other state or local law enforcement, upon request.
- D. Professionally installed, maintained and monitored alarm system. Notice of the triggered alarm shall be sent to the Police Department.
- E. Sensors installed to detect entry and exit from all secure areas.
- F. Use of commercial-grade, non-residential locking mechanisms at all points of ingress and egress.
- G. Procedure whereby police are notified immediately upon any incidents of theft, vandalism, or any other instances stipulated by the Chief of Police.
- H. Designation of a responsible individual, who will be the business's point of contact with city, police, and other law enforcement entities.
- I. Transportation plan detailing how and when nonmedical cannabis will be delivered to and from the commercial nonmedical cannabis business.

5.70.170 Commercial Nonmedical Cannabis Permit Revocation and Suspension.

A Commercial Nonmedical Manufacturing Permit issued under this article maybe immediately suspended and/or revoked for any of the following reasons:

- A. An operator/permit holder ceases to meet any of the minimum qualifications listed in this article.
- B. An operator/permit holder fails to comply with the requirements of this article or any conditions of approval of the Permit.
- C. An operator/permit holder's state license for commercial nonmedical cannabis operations is revoked, terminated, or not renewed.
- D. An operator/permit holder's Commercial Medical Permit is suspended or revoked.
- E. The commercial nonmedical cannabis business fails to become operational within six (6) months of obtaining its Commercial Nonmedical Cannabis Permit.
- F. Once operational, the business ceases to be in regular and continuous operation for ninety (90) consecutive days
- G. State law allowing the use for which the Permit was issued is amended or repealed resulting in the prohibition of such use, or the city receives credible information that the federal government will commence enforcement measures against such businesses and/or local governments that allow them.
- H. Circumstances under which the Permit was granted have significantly changed and the public health, safety, and welfare require the suspension, revocation, or modification.
- I. The Permit was granted, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the Permit application.
- J. An operator/permit holder is not current on city taxes or fees.
- K. An operator/permit holder initiates changes to its operating plan or operating agreement without first obtaining city approval.
- L. An operator/permit holder's state license for commercial nonmedical cannabis operations is suspended. The city shall not reinstate the Permit until documentation is received showing that the state license has been reinstated or reissued. It shall be the city's discretion whether the city reinstates any Permit.

The City Manager shall have the authority to suspend a Permit, and the City Council shall have the authority to revoke a Permit. A suspension and/or revocation of a Permit, automatically suspends and/or revokes the Permit holder's Commercial Nonmedical Cannabis Business Operating Agreement.

5.70.180 Commercial Nonmedical Cannabis Permit Indemnification.

To the fullest extent permitted by law, Commercial Nonmedical Cannabis Permit holders shall indemnify, defend with counsel acceptable to city, and hold harmless, city and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation (collectively, "Liability") of every nature arising out of, pertaining to, or relating to the city's suspension and/or revocation of a Permit, except such liability cause by the sole gross negligence or willful misconduct of city.

5.70.190 Dual Application Process

A person may apply for a Commercial Medical Cannabis Permit and Commercial Nonmedical Cannabis Permit concurrently.

5.70.200 Penalty.

- A. Violation of this article is a public nuisance.
- B. Nothing in this article in any way limits any other remedy that may be available to the city, or any penalty that may be imposed by the city, for violations of this ~~article~~chapter. Such additional remedies, include, but are not limited to, injunctive relief ~~and, administrative citations, or a cause of action under the California~~ Narcotics Nuisance Abatement Act (Health and Safety Code Section 11570).



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 3/8/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of a City Council Resolution to Support Proposition 69 on the June 2018 Ballot to Protect Transportation Funding
MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

Staff is seeking a resolution of support for Proposition 69 on the June 2018 ballot to protect transportation revenues provided by the Road Repair and Accountability Act of 2017, also known as SB1, which increased certain state revenues to provide funds to local agencies for road maintenance and other transportation projects.

FISCAL IMPACT

None from this action.

RECOMMENDATION

City Council approve a resolution to support Proposition 69 on the June 2018 ballot to protect transportation funding generated by the Road Repair and Accountability Act of 2017 (SB1).

BACKGROUND

On December 5, 2016, State Assembly member Jim Frazier (D-Oakley) and State Senator Jim Beall (D-San Jose) introduced AB 1 and SB1, respectively, to propose a comprehensive program of transportation funding for the state.

On February 6, 2017, the City Council approved a Minute Order authorizing the City Manager to send a letter of support to the authors of AB1 and SB1. The measures were approved by the legislature as the Road Repair and Accountability Act and signed into law by the California Governor in 2017.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

The City currently has an unmet need of \$65 million in deferred road maintenance, with no reliable means of funding projects to repair, maintain or replace deteriorating streets.

The Road Repair and Accountability Act (SB 1 – Beall) will raise \$5 billion annually through an increase in transportation-related taxes and fees, including a \$0.12 cents per gallon increase of the gasoline excise tax, a \$0.20 cents per gallon increase of the diesel excise tax, a 4 percentage points increase of the diesel sales tax, an annual \$25 to \$100 Transportation Improvement Fee, and an annual \$100 zero-emission vehicles fee.

The funds raised are split equally between state and local government projects, and used for road safety improvements, to fill potholes and repair local streets, highways, bridges and overpasses. The legislation also created the Office of the Transportation Inspection General with audit and investigation authority over the state's transportation spending and established local reporting requirements on how the funds are spent.

Currently, SB 1 provides critically-needed funding in the City to pay for pavement maintenance, road replacements, pedestrian safety improvements and traffic signals, including the 2017/18 Traffic Calming Project, with an approved budget of \$100,000; 2017/18 Citywide Pavement Management Project, with an approved budget of \$300,000, and 2017/18 Traffic Signal Modification Project, with an approved budget of \$135,000.

Opponents of SB1 have proposed diverting transportation funds for other purposes. According to the League of California Cities, Proposition 69 adds constitutional protections to ensure that funds generated by SB1 can be used only for transportation improvements.

The Coalition to Protect Local Transportation Improvements includes business, labor, local government, transportation advocates and taxpayers, and supports Proposition 69. The coalition also opposes any ballot measure to repeal SB 1, including one proposed for the November 2018 ballot.

If approved by voters, the City would lose out on the projected \$1.2 million annually dedicated to Pittsburg's roadways. For this reason, staff recommends the City Council approve the attached resolution to support Proposition 69 on the June 2018 ballot to protect the new transportation funding provided by SB1, and to oppose the proposed November ballot proposition (Attorney General #17-0033).

ATTACHMENTS: Resolution
Fact Sheet on Yes on Prop 69

Report Prepared By: Jill Hecht, Director of Community Development
Fritz McKinley, PE, City Engineer/Director of Public Works

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution of Support for Proposition 69)
And Opposing Repeal of SB1)

RESOLUTION NO. 18-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, California's cities, counties and transportation agencies face a statewide backlog of over \$130 billion in needed funds to make transportation infrastructure improvements; and

WHEREAS, "The Road Repair and Accountability Act" (SB 1 – Beall) passed by the Legislature and signed by the Governor last year will raise \$5 billion annually in long-term, dedicated transportation funding to make road safety improvements, fill potholes and repair local streets, highways, bridges and overpasses, with the revenues split equally between state and local government projects; and

WHEREAS, SB 1 provides critically-needed funding in the City of Pittsburgh that will be used for projects that include pavement maintenance, road replacement, pedestrian safety improvements and traffic signal coordination, including the 2017/18 Traffic Calming Project, with an approved budget of \$100,000; 2017/18 Citywide Pavement Management Project, with an approved budget of \$300,000, and 2017/18 Traffic Signal Modification Project, with an approved budget of \$135,000; and,

WHEREAS, SB 1 contains strong accountability provisions to streamline projects by cutting bureaucratic redundancies and red tape to ensure transportation funds are spent efficiently and effectively, while also establishing the independent office of Transportation Inspector General to perform audits, improve efficiency and increase transparency; and

WHEREAS, Proposition 69 on the June 2018 ballot would add additional accountability for taxpayers by preventing the State Legislature from diverting or raiding any new transportation revenues for non-transportation improvement purposes; and

WHEREAS, there is also a proposed ballot measure aimed for the November 2018 ballot (Attorney General #17-0033) that would repeal the new transportation revenues provided by SB 1 and make it more difficult to increase funding for state and local transportation improvements in the future; and

WHEREAS, this proposed November proposition would raid \$1.2 million annually dedicated to Pittsburgh, and halt critical investments in future transportation improvement projects in the City.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated.

Section 2. The City of Pittsburg hereby supports Proposition 69, the June 2018 constitutional amendment to prevent new transportation funds from being diverted for non-transportation purposes; and

Section 3. The City of Pittsburg hereby opposes the proposed November ballot proposition (Attorney General #17-0033) that would repeal the new transportation funds and make it more difficult to raise state and local transportation funds in the future; and

Section 4. The City of Pittsburg supports and can be listed as a member of the Coalition to Protect Local Transportation Improvements, a diverse coalition of local government, business, labor, transportation and other organizations throughout the state, in support of Proposition 69 and opposing repeal of SB 1.

Section 5. This Resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of March, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwaine "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk



Support Safer Roads and Protect Local Transportation Improvements

Californians depend on a safe and reliable transportation network to support our quality of life and a strong economy. In April 2017, California passed Senate Bill 1 (SB 1) – which will provide more than \$5 billion annually to make road safety improvements, fill potholes, repair local streets, freeways, tunnels, bridges and overpasses and invest in public transportation in every California community. Road safety and transportation improvement projects are already underway or planned in every community, but this long-awaited progress could come to a halt unless voters take action in 2018.

The Coalition to Protect Local Transportation Improvements has formed to support the June 2018 constitutional amendment protecting transportation funds from being diverted and to oppose the November 2018 measure to repeal transportation funds. Here's how you can help:



SUPPORT Prop 69:

June 2018 ballot measure: Prohibits the Legislature from raiding new transportation funds and ensures funds can only be used for transportation projects.



Prop 69 extends constitutional protections to the new revenues generated by SB 1 that aren't currently protected and ensures these funds can only be used for transportation improvement purposes.



The measure would prohibit the Legislature from borrowing or diverting these revenues for non-transportation purposes. This will ensure that all revenues from SB 1 can only be used for transportation improvement purposes.



OPPOSE SB 1 Repeal:

November 2018 ballot measure: Would repeal SB 1 and rob our communities of vital local road safety and transportation improvement funds.

Certain politicians are currently collecting signatures to try to repeal the Road Repair and Accountability Act of 2017 (SB 1) and stop critical investments in future transportation improvement projects. We need to build a strong coalition to oppose this measure now because its passage would:



Jeopardize public safety. According to the National Highway Traffic Safety Administration, poor roadways were a contributing factor in more than half of the 3,623 roadway fatalities on California roads in 2016. Currently, 89% of California counties have roads that are in poor or at-risk condition, and 25% of local bridges show significant deterioration. Roadway improvements at the state and local level will save lives and increase safety for the traveling public. This measure will cut funding currently dedicated to fixing roads and upgrading freeways, bridges, tunnels and overpasses to make them safer.



OPPOSE the November 2018 ballot measure that would repeal SB 1 and rob our communities of vital local road safety and transportation improvement funds.

- ✗ Take away road improvement funds dedicated to every community.** SB 1 guarantees funds to every city and county to fix potholes, make safety improvements, ease traffic congestion and improve public transportation. These funds are already being put to use and California cities and counties have already identified 4,000 local projects for funding in 2017-18 and into the future. This measure would rob funding currently benefiting every California community and stop thousands of local road improvement projects from moving forward. Our local roads, streets and state highways already face a backlog of \$132 billion and this measure will only worsen the crisis.
- ✗ Make traffic congestion worse.** Our freeways and major thoroughfares are among the most congested in the nation, and Californians spend too much time stuck in traffic away from family and work. This measure would make our traffic worse by repealing SB 1 funds that are dedicated to reducing traffic congestion.
- ✗ Cost drivers and taxpayers more money in the long-run.** Repealing the gas tax and vehicle fee will only save the average driver \$10 per month. But it will cost drivers much more in the long-run because of the wear and tear on our vehicles caused by bad roads. The average driver spends \$762 per year on front end alignments, body damage, shocks, tires and other repairs because of bad roads. It is important to fix our roads now vs. later as it costs 8 times more to fix a road than to maintain it.
- ✗ Would hurt job-creation and our economy.** A reliable transportation infrastructure is critical to get people to work, to move goods and services to the market and to support our economy. Furthermore, every \$1 billion invested in transportation infrastructure supports 13,000 jobs a year. By repealing funding for road repairs and transportation improvements, this measure would eliminate 650,000 good-paying jobs and \$100 billion dollars in economic growth that will be created fixing our roads over the next decade.

Paid for by the Coalition to Protect Local Transportation Improvements, sponsored by business, labor, local governments, transportation advocates and taxpayers

Committee Major Funding from
California Alliance for Jobs

Funding details at www.fppc.ca.gov



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 3/8/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution to Approve the Purchase of a Backhoe Loader

MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

The City's Public Works Department maintains a fleet of vehicles and large equipment with a replacement value of more than over \$6 million. One backhoe loader is long past its useful life and has become unreliable despite higher maintenance requirements. Staff is recommending approval of the purchase of a replacement backhoe loader.

FISCAL IMPACT

Funds for the purchase of one backhoe loader in the amount of \$108,050.49 will be split between the City's Water Operations Fund (\$55,000 from Fund 501) and Sewer Operations Fund (\$55,000 from Fund 521) to purchase a new Backhoe Loader. There are sufficient funds in both funds to accommodate the allocation and remain in compliance with the City's Fiscal Sustainability ordinance.

RECOMMENDATION

City Council adopt the attached resolution thereby approving an increase in expenditures for the purchase of a new a Backhoe Loader in the amount of \$108,050.49, with funds from the Water Operations Fund (Fund 501) and Sewer Operations Fund (Fund 521) and authorizing execution of the purchase on the City's behalf.

BACKGROUND

The Public Works Department Fleet Maintenance Division is responsible for the maintenance of a vehicle fleet of 190 predominantly gas-powered cars, trucks, heavy equipment and other equipment throughout the City.

Having a backhoe loader is critical for routine maintenance and for emergency repairs to water distribution lines, and to sewer collection facilities located throughout the City.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

The backhoe loader being replaced was purchased in 2005 and has exceeded the useful life typical of this type of heavy equipment. The cost to repair the old backhoe loader, combined with the inefficiency of the equipment and additional maintenance that is required to keep the equipment in service, does not make good financial sense for the City.

Doing without this important piece of equipment is also not efficient since it is commonly used for both routine maintenance as well as for emergency repairs. If an emergency occurs, staff would need to rent a backhoe loader to perform the digging that the existing equipment is no longer capable of doing.

Public Works staff solicited bids and received two qualifying responses for replacement backhoe loader.

The Case Model 580SN Backhoe Loader was determined to be the best fit for the City at the lowest cost. Once the equipment was identified, Finance staff searched out various financing options. Unfortunately, financing was not able to be secured at a rate favorable to the City. For this reason, a purchase agreement is the appropriate method for acquiring the equipment.

The total purchase price of \$108,050.49 will be paid from current fund balance in the Water Operations Fund (501) and the Sewer Operations Fund (Fund 521.) There is sufficient balance in both funds to accommodate the allocation.

ATTACHMENTS: Resolution
Vendor Cost Proposals (2)

Report Prepared By: Hilario J. Mata, Assistant Director of Public Works

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Approve Agreement with Sonsray Machinery)
For Backhoe Loader Purchase)

RESOLUTION NO. 18-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburgh operates a fleet of approximately 190 cars and trucks plus other equipment with an estimated value of more than \$6,000,000; and,

WHEREAS, the Public Works Department is responsible for the care and maintenance of this equipment and annually replaces vehicles and equipment that have outlived their cost-effective usefulness to the City; and,

WHEREAS, it is in the best interest of the City and the residents of Pittsburgh that the City's vehicle and equipment fleet be maintained in optimum working condition to preserve these equipment assets and provide the best and most cost-efficient service to maintain the City's infrastructure; and,

WHEREAS, from time to time vehicles and equipment become old or worn out to the point where they are no longer able to provide optimum service to the City and/or are too costly to maintain; and,

WHEREAS, these worn out vehicles and equipment must routinely be replaced to provide City staff with adequate equipment to provide the best and most cost-effective services to the residents of Pittsburgh; and

WHEREAS, the City of Pittsburgh solicited bids for Backhoe Loader; and

WHEREAS, two qualifying bids for the Backhoe Loader were received; and

WHEREAS, the City of Pittsburgh solicited financing for the low bid amount; and

WHEREAS, the financing available was determined to be cost prohibitive; and

WHEREAS, the Water Operations Fund and the Sewer Operations Fund have the funds necessary to purchase the equipment.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Findings

- A. The recitals set forth above are true and correct statements and are hereby incorporated.
- B. A bid for one (1) Case Model 580SN Tractor Loader Backhoe is awarded to Sonsray Machinery in the amount of \$108,050.49.

Section 2. Authorization

A. An increase in expenditures in the Water Operations Fund and the Sewer Operations Fund for FY 2017-18 is hereby approved, in an amount sufficient to accommodate the purchase of one (1) Case Model 580SN Tractor Loader Backhoe in the amount of \$108,050.49.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of March 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



SONSRAY MACHINERY LLC

1450 Doolittle Drive • San Leandro, CA 94577

510-562-0653 • Fax: 510-633-7693

www.sonsraymachinery.com

Ship To: CITY OF PITTSBURG
ATTN: RUSS TANK
357 E. 12TH STREET
PITTSBURG, CA 94565

Invoice To: CITY OF PITTSBURG
ACCOUNTS PAYABLE
65 CIVIC AVENUE
PITTSBURG CA 94565

Branch 12		
12 - SAN LEANDRO		
Date	Time	Page
02/14/2018	7:04:04 (O)	1
Account No	Phone No	Quote No
PITTS001	9252524952	Q01352-12
Ship Via	Purchase Order	
DEALER TRUCK	580SN T4 FINAL	
Tax ID No		
DAVID OWENS		Salesperson 132

EQUIPMENT QUOTE / SALES ORDER

Description ** Q U O T E ** EXPIRY DATE: 03/11/2018 Amount

Stock #: 13881520 Serial #: NHC743214 96897.00
NEW 2018 CASE MODEL 580SN 4WD TRACTOR LOADER BACKHOE
ENGINE IS: FPT F5BFL413B TIER 4 FINAL EMISSIONS CERTIFIED
TRANS. IS: 4F-4R POWER SHUTTLE SYNCHROMESH, MANUAL SHIFT
12X16.5 10PR LUG TREAD FRONT & 19.5LX24 10PR REAR TIRES
CAB, 2 DOOR WITH HEATER, AM/FM/MP3 RADIO, AIR
CONDITIONING, AND COMFORT STEER
DELUXE AIR SUSP SEAT, CLOTH WITH 3" RETRACTABLE SEAT BELT
DELUXE CAB PACKAGE INCLUDES: DELUXE INTERIOR, VISCOUS FAN,
AND 72 dba SOUND LEVEL
EXTENDAHOE (EHOE) W/ PILOT CONTROLS & POWER LIFT PACKAGE
HEAVY FRONT COUNTERWEIGHT FOR EXTENDAHOE (EHOE)
REAR FLIP OVER STABILIZERS COMBO, FOR STREET & DIRT
82" 4-1 LOADER BUCKET W/HYDS AND BOLT ON CUTTING EDGE
AUTO RIDE CONTROL, TOOL BOX, & GRIPPER TEETH EXTENSION
DUAL BATTERIES/GRID HEATER & BATTERY DISCONNECT/JUMP START
4WD DRIVE SHAFT GUARD & LOCKING DEF/FUEL COVER
ENGINE ECO MODE AND AUTO PROTECTION SHUT DOWN
COMBO DIRECT, DUAL DIRECTION, ONE WAY TWO WAY AUX. HYDS.
COUPLER, HYDRAULIC PIN & RELEASE WITH 24" HD N SERIES BKT
580SN T4 FINAL SERVICE MANUAL AND PARTS MANUAL
COVERED STANDARD BY 12 MONTHS UNLIMITED HOUR FULL MACHINE
BASE WARRANTY, PLUS ADDITIONAL 24 MONTHS OR 3000 HOURS
PREMIER PROTECTION PLAN. ALSO INCLUDES CASE SITEWATCH
3YR ADVANCED SUBSCRIPTION. (TELEMATICS)

Miscellaneous Charges/Credits

=====

DOCUMENT FEES	Qty: 1	Price: 375.00	375.00
EXTENDED WARRANTY	1	2300.00	2300.00

Subtotal: 99572.00

CA STATE 7.25%: 7025.03

CONTRA COSTA CO 1.0%: 968.97

NOTICE TO PURCHASER

1. Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.
2. You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.
3. Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature _____ Sales Consultant _____ Date _____

Print Name _____ Date _____ Accepted By _____ Date _____

Warranty on Equipment

Warranty coverage on the equipment covered by this order, if any, has been explained to purchaser. The warranty coverage is outlined below and indicated by the box checked.

☐

NEW FACTORY PRODUCT WARRANTY or PURCHASED warranty, if qualified, is for the period offered by the product manufacturer. WARRANTIES PROVIDED BY THE SELLER ON NEW PRODUCTS SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

☐

NEW - Other Manufactures warranty

☐

USED - When the equipment covered by this order is used equipment, THE PURCHASER STATES THAT HE HAS EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENTATION OR WARRANTIES, unless otherwise specified UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

ADDITIONAL TERMS AND CONDITIONS

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonsray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.

Disclosure of Regulation Applicability:

When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

Purchaser's Initials: _____



SONSRAY MACHINERY LLC
1450 Doolittle Drive • San Leandro, CA 94577
510-562-0653 • Fax: 510-633-7693
www.sonsraymachinery.com

Ship To: CITY OF PITTSBURG
ATTN: RUSS TANK
357 E. 12TH STREET
PITTSBURG, CA 94565

Invoice To: CITY OF PITTSBURG
ACCOUNTS PAYABLE
65 CIVIC AVENUE
PITTSBURG CA 94565

Branch 12		
12 - SAN LEANDRO		
Date	Time	Page
02/14/2018	7:04:04 (O)	2
Account No	Phone No	Quote No
PITTS001	9252524952	Q01352-12
Ship Via	Purchase Order	
DEALER TRUCK	580SN T4 FINAL	
Tax ID No		
DAVID OWENS		Salesperson 132

EQUIPMENT QUOTE / SALES ORDER

Description ** Q U O T E ** EXPIRY DATE: 03/11/2018 Amount

PITTSBURG CA 0.50%: 484.49

Authorization: _____ Quote Total: 108050.49

THIS NEW 2018 CASE MODEL 580SN 4WD IS IN STOCK AND AS SUCH
IT IS SUBJECT TO PRIOR SALE.

NOTICE TO PURCHASER

1. Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.
2. You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.
3. Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature _____ Sales Consultant _____ Date _____

Print Name _____ Date _____ Accepted By _____ Date _____

Warranty on Equipment

Warranty coverage on the equipment covered by this order, if any, has been explained to purchaser. The warranty coverage is outlined below and indicated by the box checked.

☐

NEW FACTORY PRODUCT WARRANTY or PURCHASED warranty, if qualified, is for the period offered by the product manufacturer. WARRANTIES PROVIDED BY THE SELLER ON NEW PRODUCTS SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

☐

NEW - Other Manufactures warranty

☐

USED - When the equipment covered by this order is used equipment, THE PURCHASER STATES THAT HE HAS EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENTATION OR WARRANTIES, unless otherwise specified UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

ADDITIONAL TERMS AND CONDITIONS

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonsray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.

Disclosure of Regulation Applicability:

When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

Purchaser's Initials: _____



February 9, 2018

CITY OF PITTSBURG
FINANCE DEPT - AP
65 CIVIC AVENUE
PITTSBURG
California
94565-3814

Attention: RUSS TANK

RE: Quote 148660-01

Dear Russ,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: 420F2 Backhoe Loaders

STOCK NUMBER: NM75591

MACHINE SPECIFICATIONS

420F2 BHL ST, TIER 4, HRC	450-8448
PT, 4WD, STD SHIFT	450-8606
CAB, DELUXE	450-8683
ENGINE, 74.5KW,C4.4 ACERT, T4F	450-8757
STICK, EXTENDABLE, 14FT	450-8730
COUPLER, PG, HYDR.D.LOCK, BL F	485-5303
LINES, COMBINED AUX, E-STICK	398-2853
BUCKET-GP, 1.4 CYD	337-7388
HYDRAULICS, MP, 6FCN/8BNK, ST	450-8530
AIR CONDITIONER, T4	450-8715
LINES,HYD COUPLER 14FT E-STICK	450-8578
COUNTERWEIGHT, 1015 LBS	337-9696
RIDE CONTROL	398-2681
TIRES, 12.5 80/19.5L-24, FS	380-8961
SEAT, DELUXE FABRIC	433-4806
WORKLIGHTS (8) LED LAMPS	491-6736
COLD WEATHER PACKAGE, 120V HRC	398-2882
RADIO, FM BLUETOOTH	540-2298
COUPLING,QD,THREADED WITH CAPS	456-3390
BEACON, MAGNETIC MOUNT, STROBE	433-0154
STABILIZER PADS, FLIP-OVER	9R-6007

CUTTING EDGE, TWO PIECE	9R-5321
FAN, DELUXE CAB	387-6682
PLATE GROUP - BOOM WEAR	423-7607
INSTRUCTIONS, ANSI	430-9944
SERIALIZED TECHNICAL MEDIA KIT	421-8926
BELT, SEAT, 2" SUSPENSION	206-1747
PRODUCT LINK, CELLULAR, PL641I	447-0049
PACK, DOMESTIC TRUCK	0P-0210
RUST PREVENTATIVE APPLICATOR	462-1033
SHIPPING/STORAGE PROTECTION	461-6839
LANE 3 ORDER	0P-9003
BUCKET-HD, 24", 6.2 CFT	219-3387
BELT,SEAT, 3" SUSPENSION	206-1748

SELL PRICE	\$109,988.24
EXT WARRANTY	Included
NET BALANCE DUE	\$109,988.24
SALES TAX (8.75%)	\$9,623.97
AFTER TAX BALANCE	\$119,612.21

WARRANTY

Standard Warranty:	12 Month, Unlimited Hours Standard Warranty
Extended Warranty:	420-36 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)

F.O.B/TERMS: San Leandro

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
\$119,612.21	\$109,988.24

Accepted by _____ on _____

Signature

This Quote is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jon Hamilton
Governmental Sales Representative
Peterson CAT
925-580-2439
JHHamilton@petersoncat.com



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

DATE: 3/9/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of a City Council Resolution to Establish Salary Range for City Engineer and Assistant City Engineer
MEETING DATE: 3/19/2018

EXECUTIVE SUMMARY

The City Manager, upon recommendation from the Director of Community Development, and Human Resources, has modified the classification of City Engineer and approved an adjustment to the salary range. In accordance with the City's Personnel Rules, the City Council is asked to establish the salary ranges of both the City Engineer and Assistant City Engineer.

FISCAL IMPACT

There is no fiscal impact to establish salary ranges.

RECOMMENDATION

The City Council adopt a resolution to establish the salary ranges for City Engineer and Assistant City Engineer and to amend the AFSCME Management, Professional, Confidential bargaining agreement and Management Group Salary and Benefits Schedule.

BACKGROUND

With the impending retirement of the Director of Public Works/City Engineer, the Community Development Department will be reorganized with a City Engineer responsible for supervising Engineering Division activities and report to the Director of Community Development. Modifications of the previously used City Engineer job description and salary range are warranted to reflect the new organizational structure and adjustment to the salary ranges of City Engineer and Assistant City Engineer are necessary. The salary range of City Engineer is recommended at \$10,903 (minimum) through \$13,252 (maximum) per month. Additionally, the Assistant City Engineer salary range is recommended at \$9,783 through \$11,891 per month. The City Engineer classification is currently in the Management Group

Salary and Benefit Schedule and Assistant City Engineer is included in AFSCME Management, Professional Confidential. There are no incumbents in these classifications.

Human Resources notified AFSCME Management, Professional, Confidential representatives on the proposed salary range adjustment for Assistant City Engineer. AFSCME/MPC did not provide feedback.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

In accordance with the City's Personnel Rule 13.1, the City Council is asked to establish salary ranges. Salary ranges are set for each class by the City Council.

Human Resources will be conducting an open recruitment to fill the position of City Engineer next fiscal year.

ATTACHMENTS: Resolution, AFSCME/MPC Side Letter of Agreement, Management Group Salary and Benefits Schedule

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

Amendment #4
To the Memorandum of Understanding
Between the City of Pittsburgh and AFSCME MPC Unit
July 1, 2015 through June 30, 2018

This will confirm an understanding reached between the City of Pittsburgh and the American Federation of State, County and Municipal Employees (AFSCME), MPC Unit.

Exhibit A. Classification

Title Changes only:

- Police Records Manager changed to Police Records Supervisor
- Administrative Assistant to Director to Administrative Specialist

Additions:

- Building Inspection Supervisor
- Lead Public Works Superintendent

Exhibit B. Current Salary Range

1. The monthly salary range for employees in the classification below:

Classifications	Step A	Step B	Step C	Step D	Step E
Assistant City Engineer	9,783				11,891
Building Inspection Supervisor	8,338	8,755	9,193	9,653	10,136
Lead Public Works Superintendent	10,176	10,685	11,219	11,780	12,369

Date: _____

FOR AFSCME (MPC)

By _____
Larry Hendel
Business Agent

FOR CITY OF PITTSBURG

By _____
Joe Sbranti
City Manager

By _____
Stacy Shell
Director of Human Resources

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Establish the Salary Range for City)
Engineer and Assistant City Engineer)

RESOLUTION NO. 18-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City Manager has amended the class specification of City Engineer and

WHEREAS, the City's Personnel Rules calls for the City Council to establish the salary ranges; and

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The City Council adopt this Resolution approving the amendment to the AFSCME Management, Professional, Confidential Bargaining Agreement, and Management Group Salary and Benefits Schedule with salary range adjustment to City Engineer to \$10,903 to \$13,252 per month and Assistant City Engineer with a salary range of \$9,783 to \$11,891 per month.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 19th day of March 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwaine "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk

City of Pittsburgh
Management Group Salary & Benefits Schedule
Effective March 19, 2018

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1. POSITIONS COVERED

This Booklet includes a summary of benefits for all classifications designated as the Management Group. All covered positions are at-will appointments, serving at the pleasure of the City Manager.

Positions included in this group are listed in Appendix A.

Whenever there exists a conflict between this document and an employment contract, if any, then said employment contract shall prevail.

2. SALARIES

Salary ranges for covered positions shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

In accordance with Personnel Rule 12.1, Salary Plan, no person may be paid less than the minimum, nor more than the maximum of the salary range for the class in which employed. Further, because the Management Group has a salary range, and not salary steps, no person's salary automatically changes when the salary range changes. Advance within a salary range is based on performance and requires the approval of the City Manager.

2.1 Winter Closure

Beginning July 5, 2015, the City shall implement 40.00 hours of an unpaid winter closure in each fiscal year. This shall be accomplished by a mandatory wage reduction of one point nine two five percent (1.925%). The Winter Closure shall take place sometime during the period of December 1 and January 31 of each fiscal year, and shall consist of forty (40) hours of time off during that time frame. The City shall determine the actual winter closure schedule for each employee in the unit based on the service needs of their department. This winter closure shall become the status quo.

To accomplish a one point nine two five percent (1.925%) reduction in pay, bargaining unit members will have their salaries reduced by 1.54 hours per pay period beginning July 5, 2015. The hours will be noted as a separate line item deduction on the employee's paycheck and will equal 1.54 times the hourly rate of pay in effect at the time of the deduction. This deduction will not otherwise reduce the bargaining unit member's existing base salary amount for City benefit accrual purposes.

If a non-exempt employee is called in to work on an unplanned or emergency basis during his or her scheduled holiday closure time, that employee shall be paid overtime for any such hours worked (versus receiving additional holiday closure time to be taken at a later time).

3. BENEFITS

3.1 Medical

The City will provide a medical insurance plan through Kaiser Permanente, and will make every reasonable effort to maintain a second option through a Non-Kaiser HMO plan that allows members to choose their physician based on that physician's ability to accept coverage through said plan. Additionally, the City will explore providing multiple co-pay options.

Effective January 1, 2015 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) Kaiser Permanente medical insurance shall be set at:

Employee only (single)	\$708.91 per month
Employee plus one (dual)	\$1,417.87 per month
Employee plus two or more (family)	\$2,006.32 per month

Effective January 1, 2016 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Kaiser Permanente medical insurance shall be set at:

Employee only (single)	\$751.44 per month
Employee plus one (dual)	\$1,502.94 per month
Employee plus two or more (family)	\$2,126.70 per month

Effective January 1, 2017 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Kaiser Permanente medical insurance shall be set at ninety-nine-percent (99%) of the actual premium costs. Employees will be responsible for one-percent (1%) of actual premium costs for the Kaiser Plan.

Effective January 1, 2018 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Kaiser Permanente medical insurance shall be set at one hundred percent (100%) of the actual premium costs.

City's contribution toward Non-Kaiser HMO Plan Option

In so long as the City maintains the ability to provide a Non-Kaiser HMO Plan option, the City shall provide:

Effective January 1, 2015 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) Non-Kaiser HMO Plan medical insurance shall be set at:

Employee only (single)	\$791.27 per month
Employee plus one (dual)	\$1,582.51 per month
Employee plus two or more (family)	\$2,239.27 per month

Effective January 1, 2016 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Non-Kaiser HMO Plan medical insurance shall be set at:

Employee only (single)	\$838.75 per month
Employee plus one (dual)	\$1,677.46 per month
Employee plus two or more (family)	\$2,373.63 per month

Effective January 1, 2017 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Non-Kaiser HMO Plan medical insurance shall be set at:

Employee only (single)	\$893.26 per month
Employee plus one (dual)	\$1,786.50 per month
Employee plus two or more (family)	\$2,527.91 per month

Effective January 1, 2018 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Non-Kaiser HMO Plan medical insurance shall be set at:

Employee only (single)	\$955.79 per month
Employee plus one (dual)	\$1,911.55 per month
Employee plus two or more (family)	\$2,704.87 per month

City's contribution toward regular part-time employees

Employees working a minimum of one thousand (1,000) hours per fiscal year, but working less than full-time, and their eligible dependents, shall receive pro-rata medical benefits based on scheduled work hours. The remaining medical premium shall be deducted from the employee's paycheck. The City's contribution rate will be the above rate regardless of which of the City's group health plans (Kaiser or Non-Kaiser HMO Plan) employees and their dependents participate in.

3.1(a) Exclusions

Health benefits provided to the Chief of Police shall be consistent with the Chief of Police's contract.

3.2 Retiree Medical – hired before January 1, 2012

A. Effective January 1, 2012 and only for those regular employees hired before January 1, 2012 the City provides contribution/reimbursement toward retiree medical insurance as provided below:

1. Retired employee with a minimum of fifteen (15) but fewer than twenty (20) years of full-time regular City service shall receive the lesser of his/her actual premium amount or fifty percent (50%) of the active employee Kaiser premium per month for the retiree only; or
2. Retired employee with a minimum of twenty (20) but fewer than twenty-five (25) years of full-time regular City service shall receive

the lesser of his/her actual premium amount or seventy-five percent (75%) of the active employee Kaiser premium per month for the retiree only; or

3. Retired employee with a minimum of twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or one hundred percent (100%) of the active employee Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month for the retiree and retiree's spouse.
4. Within the confines of Retiree Medical Insurance, the term "full-time regular City service" shall also include hourly service for those full-time employees who transitioned from hourly status to regular status during the period of 1994 through 1998.
5. A retired employee's spouse (spouse at time of retirement only) who receives no City contribution for spousal health insurance is eligible to participate in the City's offered retiree health insurance program; provided, however, that the retired employee and spouse agree to fully pay the monthly premium plus an additional two percent (2%) of the monthly premium as a City administrative fee.
6. The City's contribution toward retiree health insurance, and the retiree and/or retiree's spouse's participation in the City's offered retiree health insurance, shall end at the end of the month following the retired employee's sixty-fifth (65th) birthday. In the event the retiree passed away before his/her sixty-fifth (65th) birthday then the City's contribution toward the surviving spouse's monthly premium shall continue until the end of the month following what would have been the retired employee's sixty-fifth (65th) birthday.
7. Exclusions – The benefits described above shall apply to all current and future retirees except for the following exclusions:
 - a. Retirees who do not retire directly from City service; or
 - b. Retirees and their spouses who are included in the Pittsburgh Municipal Employees Retirement System of 1948; or
 - c. Spouses of deceased retirees who remarry an individual not eligible for benefits under this provision; or
 - d. Retirees who fail to comply with any requirements as described in 'verifications'; or
 - e. Spousal benefits described in this provision shall only apply to the spouse married to the retiree at the time of retirement. Spousal benefits cannot be acquired after retirement nor can

they be transferred to a different spouse as in the case of death or divorce and remarriage; or

8. Verification – Retired employees who do not purchase medical insurance plan made available to retired employees/spouses by the City must submit annually proof of medical insurance. Retired employees and spouses of deceased employees must submit annually verification, on a form furnished by City, of continued eligibility.

B. Employees hired on or after January 1, 2012 will be provided a Retirement Health Savings (RHS) plan, to which the City and Employee shall both contribute \$75 per month. Participation in the plan is required by the employee;

3.3 Dental

The City contributes one hundred percent (100%) of the dental insurance premium for a full-time employee and his/her eligible dependents.

Employees working a minimum of one thousand (1,000) hours per fiscal year, but working less than full-time, and their eligible dependents, shall receive pro-rata medical benefits based on scheduled work hours. The remaining medical premium shall be deducted from the employee's paycheck.

3.4 Medical and/or Dental Alternative

An employee eligible for the City's sponsored medical insurance and who opts to waive participation because the employee has provided documentation verifying that they are receiving medical insurance coverage from a source other than the City shall have a City monthly contribution of either two-hundred (\$200) for single coverage, three-hundred (\$300) for dual coverage or five-hundred dollars (\$500) for family coverage.

An employee eligible for the City's sponsored dental insurance and who opts to waive participation because the employee has provided documentation verifying that they are receiving dental insurance coverage from a source other than the City shall have a City monthly contribution of twenty-five dollars (\$25.00).

A regular part-time employee represented by this bargaining unit and who elects either the medical alternative and/or dental alternative shall receive one-half (1/2) of the monthly contribution provided to a full-time employee.

3.5 Flexible Benefits Plan

The City offers an Internal Revenue Code Section 125 Plan that contains the components of premium conversion, health care reimbursement account, and dependent care reimbursement account. Employee

participation is on an optional basis. The City shall provide and pay all costs of administering the plan.

Effective January 1, 2018, the City shall make an annual contribution (January 1 of each year) of \$100.00 to a health care reimbursement flexible spending account for each medical plan subscriber. The City shall also make an annual “matching” contribution (January 1 of each year) of up to \$100.00 to the flexible spending account for each medical plan subscriber for a maximum annual City contribution of \$200.00. Any employee enrolling into a medical plan after January 1 shall have a prorated amount contributed into the account.

3.6 Life Insurance

The City provides, at its expense, a Life Insurance/Accidental Death & Dismemberment policy for each employee at the coverage amount of 1½ times their annual salary to a maximum benefit of two hundred fifty thousand dollars (\$250,000).

3.7 Long-Term Disability

The City provides, at its expense, long-term disability benefits for covered positions. This plan provides a benefit of 60% of the monthly salary to a maximum salary of fifteen thousand dollars (\$15,000) a month to a maximum benefit of nine thousand dollars (\$9,000) a month, after a one hundred eighty (180) day waiting period.

3.8 Deferred Compensation

Effective October 7, 2007 the City will make a “matching” contribution to the 457 deferred compensation plan for participating regular full-time employees up to a maximum of one-hundred dollars and zero cents (\$100.00) per month. The City will make a “matching” contribution to the 457 deferred compensation plan for participating regular part-time employees up to a maximum of fifty dollars and zero cents (\$50.00) per month.

3.9 Retirement

All current and new employees will be covered by the Public Employees’ Retirement System (PERS) plans in accordance with the California Public Employees’ Pension Reform Act of 2013 (PEPRA).

- A. For all represented employees hired by the City of Pittsburg before July 10, 2011 and enrolled in the City’s non-safety PERS benefit with an effective date before July 10, 2011 the employee shall be covered by a pension program provided by the State of California Public Employees’ Retirement System (PERS) to the City through a contract. This system, known as the 2% at 55 formula, is described periodically in brochures distributed by PERS.

The City agrees to provide PERS retirement benefits and maintain the following enhancements to the basic PERS 2% at 55 formula:

- a. One Year Final Compensation (Section 20042)
 - b. Annual Cost-of-Living Increase at 3% (Section 21335)
 - c. Military Service Credit as Public Service (Section 21024)
 - d. Credit for Unused Sick Leave (Section 20965)
 - e. EPMC as Additional Compensation (Section 20691)
- B. For all represented employees hired by the City of Pittsburgh on or following July 10, 2011 and enrolled in the City's non-safety PERS benefit with an effective date of July 10, 2011 or later the employee shall be covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract under the 2% at 60 formula, based on the average monthly pay over a thirty-six month period ("3 year average") with a 2% annual cost-of-living increase and as is described periodically in brochures distributed by PERS. The City agrees to provide and maintain the following enhancements to the basic PERS 2% at 60 formula:
- a) Military Service Credit as Public Service (Section 21024)
 - b) Credit for Unused Sick Leave (Section 20965)
 - c) EPMC as Additional Compensation (Section 20691)

Employees enrolled in the 2% at 55 formula or the 2% at 60 formula shall contribute the entire seven percent (7%) employee share.

- C. For all represented employees hired on or after January 1, 2013, who are considered "new members" under California Government Code Section 7522.04(f) shall be in the 2% at 62 CalPERS retirement formula described in Government Code Section 7522.20(a). In addition, "new members" shall be subject to the equal sharing and contribution requirements in Section 7522.30(a) and (c) and shall pay at least 50% of the normal costs.

Effective for Fiscal Year 2017/18 and implemented on July 2, 2017 all employees within the unit will contribute an additional 1% of salary towards pension costs

3.10 Social Security

All non-safety employees shall have coverage under Federal Social Security in accordance with the provisions of law. This program requires contributions by both the employee and the employer in accordance with schedules provided by the Federal Government.

3.11 Education Reimbursement

When, in the opinion of the City Manager, a training course to be taken by an employee will be of benefit to the City, the City Manager may authorize payment by the City of 100% of tuition charges, fees, the cost of textbooks

and supplies or twenty four hundred dollars (\$2400), whichever is lower, each calendar year the employee is enrolled in approved training.

Additionally, the City will reimburse 50% of the direct cost of tuition, books, and supplies, or three hundred dollars (\$300), whichever is lower, annually for approved direct costs between \$2400 and \$3000.

Reimbursement of costs associated with training/education will only be made if the employee receives a letter grade of "C", or better or in cases of courses offered as pass/fail, a grade of pass.

Costs for education reimbursement come from each individual departmental budget.

3.12 Employee Assistance Program

The City contracts and pays for an employee assistance program providing each employee and their household members with up to eight (8) visits per incident per year.

3.13 Professional Association Dues

The City pays for membership dues in applicable professional associations, subject to approval of the City Manager.

3.14 Service Awards

A regular full-time employee shall receive in December, if currently employed, service award pay based upon his/her total years of continuous City service, based on the following timetable and amounts:

<u>Years of City Service</u>	<u>Service Award Amount</u>
10 years	\$200
15 years	\$300
20 years	\$400
25 years	\$500
30 years	\$600
35 years	\$700
40 years	\$800
45 years	\$900

4. LEAVES

4.1 Administrative Leave

Exempt employees receive a maximum of ninety-six (96) hours Administrative Leave each calendar year. Said hours are credited to the employee's Administrative Leave time bank each January 1st such that the January 1st balance is exactly ninety-six (96) hours. This benefit is made available on a "use or lose" basis and as such may not be carried from one calendar year to the next. All requests for Administrative Leave are to be reviewed and approved by the City Manager.

4.2 Vacation Accrual & Usage

4.2.1 Accruals:

The vacation accrual rate shall be:

Years of Pittsburg Regular Service	Accrual Rate
0-5 Years	Accrue 3.08 hours per pay period (10 days)
6-10 Years	Accrue 4.62 hours per pay period (15 days)
11 Years	Accrue 4.92 hours per pay period (16 days)
12 Years	Accrue 5.23 hours per pay period (17 days)
13 Years	Accrue 5.54 hours per pay period (18 days)
14 Years	Accrue 5.85 hours per pay period (19 days)
15-19 Years	Accrue 6.15 hours per pay period (20 days)
20 and more years	Accrue 7.69 hours per pay period (25 days)

Regular part-time employees shall accrue vacation in the amount proportionate to the ratio of scheduled hours of work per work week to the standard work week, but in no case shall the number of days of vacation accrued per year exceed those days allowed for a similarly classified regular full-time employee.

4.2.2 Use of Vacation:

Vacation shall be taken at such time as is mutually convenient for the department and the employee.

1. Maximum Accumulation: The maximum accrual allowed is two times annual accrual to a maximum of 380 hours. Accruals will be monitored by the Finance Department. Once the maximum accrual has been reached, an employee will not accrue additional vacation until his/her accrual balance is reduced, by either use or buyback.
2. Double Compensation Prohibited: Employees shall not work for the City during their vacation.

4.2.3 Minimum Use:

Employees must use a minimum of 40 hours of vacation per year. Any exception to this rule must be approved by the City Manager to be eligible for vacation buyback.

4.2.4 Vacation Buyback:

Employees may receive vacation pay in lieu of paid time-off. Buyback shall only be made at the request of the employee and upon the approval of the City Manager. Approvals will be granted if it is determined that

“buyback” will result in increased cost-effectiveness and efficiency to the City as determined by the City Manager. Employees are only eligible for one such approval in a 12 month period and only one buyback per fiscal year. Each vacation buyback shall be limited to a maximum of 80 hours and will be at the employee’s regular rate of pay. Vacation hours bought back shall be paid at the employee’s normal hourly rate of pay at the time of the buyback, excluding any enhancements such as out of class pay. The City Manager may authorize buyback in excess of the 80 hour limit in urgent and/or emergency situations.

Effective July 1, 2014 the total City-wide allocation for the buyback program will be \$160,000 per fiscal year. The City shall establish an annual window period for the receipt of vacation buyback requests (November 1 – 21). At the conclusion of the window period, the City will tabulate the total dollar value of the buyback requests. If the total dollar value is less than or equal to \$160,000 employee will receive, upon the City Manager’s approval, payment as noted above. If the total dollar value of the requests exceeds \$160,000, request hours will be pro-rated and employees paid accordingly. (Payment shall be made with the first paycheck of December.) Should this occur, employee will be credited with vacation hours in excess of those hours determined eligible for the buyback program.

4.2.5 Holidays Falling During Vacations:

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking vacation, such employee shall not be charged as using vacation for that day. The employee’s compensation for that day shall be holiday and shall not be paid or charged as vacation.

4.3 Sick Leave Accrual & Usage

4.3.1 Definitions:

“Sick leave” shall apply only to instances wherein an employee, because of sickness or injury, is unable to perform their regular duties.

4.3.2 Limitations:

Sick leave with pay shall be granted to all employees as provided for below. Sick leave may be used for sickness or injury arising out of an employee’s work for the City, as well as for sickness or injuries which are not work connected. Sick leave shall not be considered as a right which an employee may use at their discretion, but shall be allowed only in case of necessity and actual personal sickness, disability; provided, however, that any employee who engages in any gainful business or employment while on sick leave shall be subject to dismissal. Provided further, that sick leave may not be used if the sickness or injury results from an employee’s outside employment.

4.3.3 Accruals:

Regular full-time employees shall accrue sick leave at the rate of eight (8) hours per month.

Regular part-time employees shall accrue sick leave in the amount proportionate to the ratio of scheduled hours of work per week to the standard work week, but in no case shall the number of sick leave hours accrued each month exceed eight (8).

4.3.4 Unused Sick Leave:

Unused sick leave may be accumulated. There are no maximum accrual limits for sick leave. No payment shall be made for accumulated sick leave at the time of separation from employment. Upon retirement, unused sick leave is converted to service credit.

4.3.5 Sick Leave Incentive:

Employees who use no sick leave in any payroll year quarter shall have four (4) hours credited towards vacation with a maximum accrual during any one (1) year to be sixteen (16) hours.

4.3(f) Verifications:

Sick leave for consecutive periods of time exceeding three working days will be allowed only upon presentation to the employee's supervisor of a certificate from a licensed physician stating the nature of the illness and acknowledging the employee's inability to work for the period involved.

Notwithstanding the above language, an employee who has been on sick leave for less than three working days may be required to present medical verification of their sickness in the event that the supervisor demonstrates that the employee has a demonstrated pattern of possible sick leave abuse, which includes the use of numerous sick days in conjunction with days off, or establishes that the employee has used a disproportionate number of sick days in comparison to other similarly situated employees, and said illnesses/injuries do not appear to be job-related.

4.3(g) Notifications:

Employees must notify their supervisor prior to the beginning of any working shift at which they will not report for work and for which they desire to use sick leave.

4.3(h) Compensation:

Full pay and allowances will accrue to employees during periods of authorized sick leave.

4.3(i) Unearned Sick Leave:

Employees may not "borrow" on unearned sick leave.

4.4 Personal Necessity Leave

Employees may use a maximum of 32 hours of accrued sick leave per calendar year for reasons of personal necessity. For purposes of this section, personal necessity shall mean the employee requests leave from their work to attend to personal business that cannot be dispensed with off duty. Personal necessity leave is to be requested in advance and shall be

reviewed and (dis)approved by the City Manager. Personal necessity leave is considered use of sick leave.

4.5 Holidays/Holiday Pay/Floating Holidays

All employees shall be entitled to the following paid holidays each year:

1. January 1st – New Year's Day
2. Third Monday in January – Martin Luther King
3. February 12th – Lincoln's Day
4. Third Monday in February – Washington's Day
5. March 31st – Cesar Chavez Day
6. Last Monday in May – Memorial Day
7. July 4th – Independence Day
8. First Monday in September – Labor Day
9. Second Monday in October – Columbus Day
10. November 11th – Veteran's Day
11. Fourth Thursday in November – Thanksgiving Day
12. Day Following Thanksgiving – Friday following Thanksgiving
13. December 25th – Christmas Day
14. Sixteen (16) hours of floating holiday.

Holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling during the week will be observed on the actual day.

4.6 Catastrophic Leave

The Catastrophic Leave Program is designed to assist employees who have exhausted paid time credits due to an employee's or their immediate family member's serious or catastrophic illness or injury. This program allows other employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially reducing the financial impact of the illness or injury.

4.6(a) Definitions:

1. Catastrophic Illness or Injury – A medically certified illness, injury impairment, physical or mental condition of an employee or an employee's immediate family member that prevents an employee from returning to work for a period of thirty (30) calendar days or more.

The term "immediate family member" shall mean spouse or domestic partner, child, stepchild, adopted or foster child, parent or parent-in-law.

2. Leave to be donated – Vacation or sick leave.

4.6(b) Eligibility:

1. Donors
 - a. Only regular employees are eligible to donate accrued vacation or sick leave.

- b. Donating employees may not reduce their balance of earned vacation or sick leave below forty (40) hours by reason of such donation.

2. Recipients

- a. Only regular employees may participate in the Catastrophic Leave program.
- b. Certification from a physician that the illness/injury will preclude the employee from returning to work for at least thirty (30) calendar days must be submitted to the Human Resources Department with the application.
- c. All accumulated time, sick leave, vacation time and administrative leave must have been exhausted.
- d. A request for a leave of absence without pay for medical reasons has been submitted and approved.
- e. Request for participation in the program shall be made on an Application for Catastrophic Leave Program form (available in Human Resources).

4.6(c) Procedures:

- 1. Donations must be a minimum of one day at a time and submitted on the appropriate donation form.
- 2. Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee.
- 3. Donations, once made, are irrevocable.
- 4. Any period of donated leave may be counted as Family and Medical Leave time.
- 5. Employees may not remain on catastrophic leave or receive leave donations for a continuous period exceeding six (6) calendar months.
- 6. Verification of catastrophic illness must be submitted by a licensed physician to Human Resources.
- 7. Employees are eligible for this benefit only once during their employment with the City.
- 8. Employees must have accumulated a minimum of 120 hours of sick leave or 80 hours of vacation time before a donation can be made.

4.7 Bereavement Leave

Employees shall be entitled to three (3) working days off with pay whenever there is a death in their immediate family. For purposes of this section, the immediate family shall consist of spouse, domestic partner, children, parents, grandparents, grandchildren, brothers, sisters, step-children, step-parents, half-brothers, half-sisters, fathers-in-law and mothers-in-law.

Time off for funerals or bereavement leave must be taken within six (6) months of the death of the immediate family member. In the event an employee desires to take additional time off with pay in excess of that

provided for a death in the immediate family, or in the event the employee desires to attend the actual funeral or service of active or retired City officials, employees, or other family members not covered in this section, and if the employee has unused vacation or sick leave, the employee may take such additional time off or, the time necessary to attend such funeral, and charge it against his/her unused vacation, compensatory time, and/or sick leave.

4.8 Compensation (Workers' Comp Salary Continuation) Leave

Employees are covered by Workers' Compensation benefits pursuant to the statutes of the State of California. For non-safety employees, over and above the Workers' Compensation statutory benefits, the City shall pay full salary on the first day of work loss due to an on-the-job injury/illness and will continue to provide said benefits through the employees' 60th calendar day of work loss. After the 60th calendar day, benefits shall be paid pursuant to the statutes of the State of California.

4.9 Leave without Pay

Employees may receive authorization for an unpaid leave of absence for up to six (6) months, with the approval of the City Manager.

5. STANDARD HOURS OF WORK & OVERTIME

The City has determined that all classifications within this unit are exempt and are therefore not eligible for overtime in accordance with Title 29, Part 541 of the Code of Federal Regulations, FLSA.

During a labor dispute, a natural or war-caused disaster, or other emergency situation, the City Council, by motion, or the City Manager may authorize overtime pay for members within this unit who are customarily not entitled thereto. The City's standard work week is forty (40) hours.

Appendix A.

A. FY 2015-16 monthly full-time salary ranges are:

Position	Minimum	Maximum
Assistant Director of Finance	9,415	11,444
Assistant to City Manager	9,044	10,993
City Engineer	11,538	14,024
Director of Finance	11,094	14,024
Director of Recreation and Maintenance Services	10,081	12,252
Director of Water Utilities	11,538	14,024
Executive Assistant	5,296	6,437
Human Resources Manager	9,044	10,993
Power Company Manager	10,081	12,252

Effective July 3, 2016:

Position	Minimum	Maximum
Assistant Director of Finance	9792	11902
Assistant to City Manager	9406	11433
City Engineer	12000	14585
Director of Finance	11538	14585
Director of Recreation and Maintenance Services	10484	12742
Director of Water Utilities	12000	14585
Executive Assistant	5508	6694
Human Resources Manager	9406	11433
Power Company Manager	10484	12742

Effective December 19, 2016:

Director of Human Resources	11538	14585
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Effective July 2, 2017:

Position	Minimum	Maximum
Assistant Director of Finance	10184	12378
Assistant Director of Economic Dev. and Recreation	10184	12378
City Engineer	12480	15168
Director of Recreation and Maintenance Services	10903	13252
Director of Water Utilities	12480	15168
Executive Assistant	5728	6962
Human Resources Manager	9782	11890
Power Company Manager	10903	13252

Effective March 19, 2018:

Position	Minimum	Maximum
City Engineer	10903	13252

- B. Whenever an individual is employed in a listed classification with a monthly salary listed, at less than full-time, then said employee shall receive a pro-rata equivalent of the stated monthly salary.